

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN**

In the Matters of

**BULK PETROLEUM CORPORATION,
et al.,¹**

**Case No. 09-21782-SVK-11
Jointly Administered**

Debtors.

**DEBTORS' MOTION FOR HEARING ON SHORTENED NOTICE AND MOTION (i)
TO SELL 66 PARCELS OF REAL PROPERTY AND RELATED FIXTURES AND
PERSONAL PROPERTY ON AN OMNIBUS BASIS FREE AND CLEAR OF ALL
LIENS AND ENCUMBRANCES TO CONVENIENCE STORES LEASING &
MANAGEMENT, LLC, OR ITS ASSIGNS, FOR \$11,000,000, (ii) TO APPROVE
REJECTION OF LEASES BETWEEN DEBTOR ENTITIES, AND (iii) TO ASSUME
AND ASSIGN CERTAIN LEASES AND LAND CONTRACTS**

Bulk Petroleum Corporation ("Bulk") and its related co-debtors (the "Co-Debtors, and, collectively with Bulk, the "Debtors"),² move, (i) pursuant to § 363(b)(1), (f)(1), (f)(2) and (f)(5) of the Bankruptcy Code, to approve the sale of open and closed gasoline station properties, more particularly described within the Purchase and Sale Agreement attached to this Motion as Exhibit 1, to Convenience Stores Leasing & Management, LLC or its assigns (the "Purchaser") for \$11,000,000, (ii) to approve the mutual rejection of any lease between Bulk and its Co-Debtors

¹ The Debtors are Bulk Petroleum Corporation, Bulk Petroleum Indiana Properties, LLC, Bulk Petroleum Kentucky Properties, LLC, Charanjeet Illinois Stations No. 6, Inc., Charanjeet's Wisconsin Properties One, LLC, Darshan's Wisconsin Stations Eight, LLC, Gurpal Wisconsin Stations, LLC, Interstate Petroleum Products, Inc., Rakhra Wisconsin E-Z Go Stations Three, Inc., Sartaj's Illinois Nine, LLC, Darshan's Michigan Stations One, Inc., Dhaliwal's Michigan Bulk Stations Two, Inc., Rakhra Michigan E-Z Go Stations Three, Inc., Darshan's Illinois Properties Four, Inc., Dhaliwal Illinois Properties Five, Inc., Jaspal's Illinois Seven, LLC, Sukhi's Illinois Eight, LLC, Darshan's Indiana Stations One, Inc., Dhaliwal's Indiana Bulk Stations Two, Inc., Rakhra Indiana E-Z Go Stations Three, Inc., Darshan's Kansas Stations One, Inc., Darshan's Missouri Stations One, Inc., Darshan's Iowa Stations One, Inc., Dhaliwal Iowa Bulk Stations Two, Inc., Rakhra Iowa E-Z Go Stations Three, Inc., Darshan's Iowa Properties Four, LLC, Dhaliwal Iowa Properties Five, LLC, Darshan's Wisconsin Properties Four, Inc.

² See Exhibit A of the Purchase Agreement, which is attached to this Motion as Exhibit 1 for a list of properties and co-debtor owners.

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pursuant to §365(a), and (iii) to assume and assign to the Purchaser certain leases, subleases, and land contracts that the Debtors have with unrelated third-parties. The Debtors have also requested for a shortened notice period of 20 days. In support of their motion, the Debtors state:

Jurisdiction

1. The Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on February 18, 2009. Orders for relief were entered on the same day.
2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(a) and 157(a), and the order of reference in this district was entered pursuant to § 157(a).
3. This is a core proceeding under 28 U.S.C. § 157(b)(2). It concerns the administration of the Debtors' estates and the sale of property pursuant to § 157(b)(2)(A) and (N).

Factual Background

4. The Debtors' business is the wholesale and retail sale of petroleum products, primarily gasoline, and the leasing of land, buildings and equipment to gas station operators, primarily in the Midwest.
5. The Debtors own 66 properties (the "Real Properties") described in the Purchase and Sale Agreement (the "Purchase Agreement") that is attached to this Motion as Exhibit 1. The legal descriptions of the Real Properties are as set forth in the title commitments from Lawyers Title Insurance Corporation as stated in the Purchase Agreement.
6. Bulk owns certain trade fixtures and other personal property located on the Real Properties which may include gasoline pumps, dispensers, underground storage tanks, etc., except for vendee-owned or vendee-leased property and tenant-owned or tenant-leased property

(the “Personal Property”). Collectively, the Personal Property and Real Properties are referred to in this motion as the “Property” or “Properties.”

7. Certain Real Properties are subject to certain unexpired leases, subleases and land contracts that are described as follows:

(a) Bulk, as lessee, leases the Real Properties that it does not own from its various Co-Debtors as reflected by internal journal entries in the financial records of Bulk and the other Debtors.

(b) Bulk owns part of the property located at US 50 & 421 Versailles Lane in Versailles, IN (Seller Station No. 2768), but leases the remainder of the property pursuant to a third-party lease (the “Versailles Lease”). In addition to the other leases and subleases described in this Motion, Bulk hereby assumes the Versailles Lease and will assign it at closing to the Purchaser.

(c) At one time, Bulk, as sub-lessor, may have subleased various Real Properties and the related Personal Property to unrelated third parties. The unrelated third parties may have operated gasoline stations and convenience stores. To the extent practicable, the Debtors are giving notice to those parties at their last known address as a precaution in order to avoid any claim of interest pursuant to any sublease. The name and address of such third parties, to the best of the Debtors’ knowledge, is attached to this Motion as Exhibit 2.

(d) Currently, Bulk, as sub-lessor, subleases various Real Properties and, as lessor, leases the related Personal Property to unrelated third parties. Bulk is assuming and assigning those leases and subleases to the Purchaser to the extent that they are still valid. As to subleases and leases that were terminated before the closing of the sale, they are not being

assumed and assigned. It is only the current subleases and leases that are valid and enforceable which Bulk is assuming and assigning to the Purchaser. A summary of the leases and subleases to be assumed and assigned is attached as Exhibit C to the Purchase Agreement.

(e) Bulk and/or the Co-Debtors, as land contract vendors, have also entered into various land contracts with unrelated third parties for the purchase of certain Properties. The Purchaser is purchasing the Property subject to any existing land contracts. The Debtors wish to assume and assign the valid and enforceable land contracts to the Purchaser, who will recognize the rights of land contract vendees pursuant to the terms of each respective valid and enforceable land contract. A summary of the land contracts is attached as Exhibit B to the Purchase Agreement.

(f) Some of the subleases, land contracts and land sale agreements that once related to the Properties have been terminated. However, parties to those subleases and agreements may still have possession of the Properties because the Debtors have not yet removed them from possession. The Purchaser is purchasing the Property subject to former tenants or other parties that may still occupy the Property and will take the necessary steps to remove them or negotiate agreements with them.

(g) As for any of the unexpired leases and land contracts that are being assumed and assigned, the Debtors are not in default under any of them. Consequently, there are no costs to cure or other monetary obligations of the Debtors necessary for the assumption and assignment of them.

Descriptions of Legal Interests In the Property

8. The Debtors own the Real Properties as further detailed in the Purchase Agreement. Bulk has a leasehold interest in the Real Properties that it does not own outright.

9. Bulk owns the Personal Property located at each Real Property.

10. The Debtors are obligated to Amcore Bank, N.A. ("Amcore") and Summit Credit Union f/k/a Great Wisconsin Credit Union ("Summit") under various promissory notes ("Notes"). Amcore and Summit assert that the Notes are secured by, among other things, mortgages or deeds of trust on the Real Properties as further described in Exhibit 1 ("Mortgages"). The Mortgages act as a lien against the Real Properties and also Personal Property that may be considered fixtures. *Wis. Stat.* § 409.301(3)(c) (the effect of perfection and the priority of interests is governed by the law of the jurisdiction where the property is located). The place of filing for fixtures is the same as the recording of a mortgage. 810 *Ill. Comp. Stat.* 5/9-501(a)(1)-(2); *Ind. Code* § 26-1-9.1-501(a)(1)-(2); *Mich. Comp. Laws* § 440.9501(1)-(2); *Iowa Code* § 554.9501(1.); *Ky. Rev. Stat. Ann.* § 355.9-501(1)-(2); *Mo. Rev. Stat.* § 400.9-501(a)(1)-(2). The filing of a mortgage has the same effect as filing a fixture financing statement. 810 *Ill. Comp. Stat.* 5/9-502(c); *Ind. Code* § 26-1-9.1-502(c); *Mich. Comp. Laws* § 440.9502(3); *Iowa Code* § 554.9502(3.); *Ky. Rev. Stat. Ann.* § 355.9-502(3), *Mo. Rev. Stat.* § 400.9-502(c).

11. Amcore asserts that it has Mortgages that secure amounts not to exceed \$31,188,223.11 or \$6,500,000, respectively. Summit asserts that it holds Mortgages that secure amounts not to exceed \$9,881,000, \$5,000,000, \$15,000,000, \$11,081,000, or \$20,000,000, respectively. Amcore's and Summit's liens against the Real Property are limited to the

maximum amount stated in the respective Mortgages. 205 Ill. Comp. Stat. 5/5d; Ind. Code § 32-29-1-10(a); Mich. Comp. Laws §565.903a(1); See Iowa Code § 654.12A; Ky. Rev. Stat. Ann. § 382.520(2); Mo. Rev. Stat. §443.055(2.). The total portion of the purchase price that Amcore will receive from the Purchaser is \$6,000,000, less any closing adjustments. Amcore's portion of the purchase price is less than any of the maximum amounts stated in the Mortgages. The total portion of the purchase price that Summit will receive from the Purchaser is \$5,000,000, less personal property proceeds and any closing adjustments. Summit's portion of the purchase price is less than any of the maximum amounts stated in the Summit Mortgages. Accordingly, Amcore and Summit assert a lien on all available proceeds from the Real Properties. See *id.*

12. Amcore asserts a perfected security interest in all Personal Property. Bulk has, from time to time, executed various security agreements in favor of Amcore, including, but not limited to the security agreements discussed herein. Among other security agreements, Bulk executed Security Agreements on or about May 30, 1997 and October 31, 2001 to secure the debts due Amcore. The related Co-Debtors also executed Security Agreements in favor of Amcore. Amcore filed a proof of claim for \$27,054,514.84 as Claim No. 234 in Bulk's chapter 11 case pursuant to multiple notes and guaranties executed by Bulk. Amcore also filed proofs of claims pursuant to multiple notes and guaranties executed by the related Co-Debtors. Amcore asserts that it filed financing statements to perfect its interests in the Co-Debtors' personal property. Amcore also asserts that it filed a financing statement to perfect its interest in Bulk's personal property with the Delaware Secretary of State on December 14, 2001 as Document No. 20141253. The original financing statement was amended on October 7, 2002 (Document No. 22605503) and continued on September 6, 2006 (Document No. 63085537). Amcore also

asserts that it filed an additional financing statement to perfect its interest in Bulk's personal property with the Delaware Secretary of State on May 29, 2002 as Document No. 21597412. The original financing statement was amended on October 7, 2002 (Document No. 22618548) and continued on January 16, 2007 (Document No. 70194125). Bulk was incorporated in Delaware. Consequently, perfection of a security interest in Bulk's personal property requires the filing of a financing statement with the Secretary of State for the State of Delaware. *Wis. Stat.* § 409.301(1) (perfection of a security interest is governed by the laws of a debtor's location); *Wis. Stat.* § 409.307(5) (a registered organization is "located" in the state where the organization was registered, here Delaware); 6 *Del. C.* § 9-310(a) (perfection of a security interest is accomplished by filing); 6 *Del. C.* § 9-501(a)(2) (Delaware has designated its Secretary of State as the place for filing financing statements); *Wis. Stat.* 409.301(3)(c) (the effect of perfection and the priority of interests is governed by the law of the jurisdiction where the property is located); *see also, generally*, 4 White & Summers, *Uniform Commercial Code*, § 31-17(b) (6th Ed. 2009).

13. Unpaid real estate taxes and assessments are a lien on the Real Properties. 35 *Ill. Comp. Stat.* § 200/21-75; *Ind. Code* § 6-1.1-22-13(a); *Mich. Comp. Laws* § 211.40; *Iowa Code* § 437A.22; *Ky. Rev. Stat. Ann.* § 134.420(1); *Mo. Rev. Stat.* § 140.690. Unpaid personal property taxes are a lien on the Personal Property. 35 *Ill. Comp. Stat.* § 200/21-75; *Ind. Code* § 6-1.1-23-1; *Mich. Comp. Laws* § 211.40; *Iowa Code* § 437A.22; *Ky. Rev. Stat. Ann.* § 134.420(1); *Mo. Rev. Stat.* § 140.730. Real and personal property tax liens have priority over other perfected security interests on the Property. 35 *Ill. Comp. Stat.* § 200/21-75; *Ind. Code* § 6-1.1-22-13(c); *Mich. Comp. Laws* § 211.40; *See Iowa Code* § 437A.22; *Ky. Rev. Stat. Ann.* § 134.420(3); *Mo.*

Rev. Stat. § 141.250. Unpaid taxes and assessments for real and personal property are liens against the Real Properties or the Personal Property, as the case may be, with priority over the liens of Amcore and Summit.

14. Other parties may claim an interest in the Property. Those parties and interests are stated on the attached Exhibit 2 and were determined from a title report performed by Lawyers Title Insurance Corporation after the Debtors filed their chapter 11 petitions and from proofs of claim filed in the Debtors' cases. Conflicting perfected security interests in personal property rank according to priority in time of filing or perfection. 810 *Ill. Comp. Stat. 5/9-322; Ind. Code § 26-1-9.1-322; Mich. Comp. Laws § 440.9322; Iowa Code § 554.9322; Ky. Rev. Stat. Ann. § 355.9-322, Mo. Rev. Stat. § 400.9-322.* Except for encumbrances of record such as utility easements, etc., and statutory real and personal property tax liens, all of the interests in the Property are subordinate to the interests of Amcore and Summit because they perfected their liens against the Real Properties and the Personal Property before any of the parties listed on Exhibit 2. *See id.*

Marketing of the Property

15. Pursuant to orders of the Court dated August 24, 2009 (Docket No. 521) and October 5, 2009 (Docket No. 643), the Debtors engaged Hilco Real Estate, LLC and Marcus & Millichap Real Estate Investment Services, Inc. (collectively, "Hilco") to act as the Debtors' real estate financial consultant. Part of Hilco's engagement consisted of marketing the Debtors' properties. The Debtors retained Hilco after consulting the Official Committee of Unsecured Creditors (the "Committee") and the participating lenders. The participating lenders consist of the Debtors' largest creditors, including Amcore, that collectively claim that the Debtors owe

them approximately \$61,000,000. The participating lenders' claims are secured primarily by real property of the Debtors.

16. The participating lenders, the Committee and the Debtors chose Hilco because it has extensive experience in marketing properties in bankruptcy proceedings, and particularly gas station/convenience stores. Hilco devised the marketing strategy that involved exposing the Debtors' stations, including the Properties, to a national market through various media outlets and the internet. Hilco has actively marketed the Properties for at least five months. The marketing efforts included preparing an online data base for each property, emails and phone calls to a list of over 30,000 parties, advertisements in trade publications and direct phone calls to major distributors.

The Offer Received

17. The Purchaser has submitted the Purchase Agreement to the Debtors with a purchase price of \$11,000,000 for both the Real Properties and the Personal Property and a cash earnest money deposit of \$1,100,000. The Purchase Agreement provides that the sale will be on an "as is, where is" basis without representations or warranties of any kind, and with closing to occur by April 25, 2010 if the stay pursuant to Fed. R. Bankr. P. 6004(h) has expired, or such earlier date as is mutually agreed upon by the parties.

18. The following is a summary of the Purchase Agreement. (To the extent the summary is inconsistent with the Purchase Agreement, the Purchase Agreement controls.)

- (a) The Debtors will quitclaim their respective interests in the Real Properties to the Purchaser "as is, where is," without any warranties or representations, free and clear of all liens, interests, claims, and

encumbrances, with liens to attach to the proceeds of the sale. Those liens and encumbrances include, without limitation, the liens and interests of any party to a lease not explicitly assumed herein, the mortgages of Amcore and Summit, and real estate taxes. The real estate taxes and personal property taxes will be paid at closing and any liens, including Amcore's Mortgages, Summit's Mortgages, will attach to the proceeds of the sale. The interests of any lessee or other interest holder on Exhibit 2 not explicitly assumed herein will be extinguished.

- (b) Bulk will quitclaim its interest in the Personal Property to the Purchaser via a Bill of Sale on an "as is, where is" basis, without any warranties or representations, and free and clear of all liens, interests, claims, and encumbrances, with liens to attach to the proceeds of the sale. Amcore, Summit, the Debtors, and the Committee shall determine the portion of the sale proceeds to be allocated to the Personal Property. Proceeds allocated to Personal Property shall be deposited with Debtors' counsel to be held in escrow.
- (c) The Purchaser is waiving all rights against Seller, Amcore and Summit pertaining to any environmental liability or pursuant to any environmental law, including, without limitation, any claim alleged under CERCLA.
- (d) At closing, Amcore and Summit will (i) release the Property from all mortgages, liens, and security interests they hold against the Property, and (ii) reduce their allowed secured Claims, as that term is defined by §

101(5) of the Bankruptcy Code, against the Debtors, and the Co-Debtors, by the amount of the sales proceeds that Amcore and Summit receive from the sale of the Real Properties.

- (e) Proceeds of the sale shall be distributed in accordance with the Stipulation Regarding Distribution of Proceeds of Asset Sales (the “Stipulation”) (Docket No. 597) filed on September 24, 2009 and approved by an order dated October 30, 2009 (Docket No. 713).
- (f) Consistent with the Stipulation, 5% of the Net Proceeds (as defined in Paragraph 4 of the Stipulation) related to the Real Properties will be deposited at closing into an escrow account held by the Debtors’ counsel. These funds shall be used to fund the Carve-Out (as defined in the Stipulation).
- (g) Pursuant to the Real Estate Consulting and Advisory Services Agreement (“Hilco Agreement”) approved by an order of this Court dated August 24, 2009 (Docket No. 521), Hilco shall be paid a fee equal to 5% of the Gross Proceeds (as defined in Paragraph 6(d) of the Hilco Agreement) of the sale of the Property for its services.
- (h) Delinquent real estate and personal property taxes, utilities, and special assessments shall be paid out of the proceeds at closing. Delinquent real estate taxes shall be paid out of the Real Property Proceeds; and delinquent personal property taxes shall be paid out of the Personal Property Proceeds. Current taxes, utilities, and special assessments shall

be prorated as of the closing date and those attributed to the Debtors' ownership shall be credited to the Purchaser.

- (i) The costs of title work and insurance, transfer taxes, recording fees, and all other incidental closing costs shall be added to the purchase price and paid by the Purchaser at closing.
- (j) At Closing, Buyer shall pay an amount capped at \$213,300 for the cost of the surveys and Phase I environmental reports for the Property conducted by The Orin Group LLC at the request of Amcore and Summit (including the Environmental Data Resources fee of \$250 per property) and for payment of delinquent registration costs due to any applicable state environmental fund in connection with the underground storage tank fuel systems on the Property, if required to transfer such registrations to Buyer. If the cost of the items described in this subsection exceeds \$213,300, the excess cost shall be paid by Seller at Closing.
- (k) Any dispute arising from, in connection with, or related to the sale of the Property shall be resolved by the Bankruptcy Court.

19. Bulk also waives its rights under § 365(h)(1) of the Bankruptcy Code as to the Property. The Debtors reject any leases between them for the Property pursuant to § 365(a). Except for related Co-Debtors' claims for rent due from Bulk, the Debtors waive any pre- or post-petition claims against each other as a result of their rejections of the leases, including without limitation, reimbursement for any adequate protection payments made to Amcore or Summit.

The Price Offered Is Fair and Reasonable

20. Hilco performed desktop appraisals on the Property in late 2009, which estimates the value of the Property at \$16,000,000 to \$26,000,000. The valuation did not take any environmental issues into account.

21. The purchase price for the Property was obtained at an auction conducted by Hilco after Hilco had marketed the Property nationally. After consulting Hilco, the Debtors, Amcore, Summit, and the Committee agree that \$11,000,000 and terms of the Purchase Agreement is the best offer for the Property at this time and have accepted the Purchase Agreement, subject to Court approval. The Purchase Agreement assumes current existing leases and land contracts, which provides a substantial benefit for the estate by keeping administrative costs down. The Purchaser has also agreed to enter into gasoline supply agreements with Bulk whereby Bulk will sell and supply gasoline to the Purchaser on the Properties. The gasoline supply agreements will provide ongoing income whereby Bulk may pay claims in its bankruptcy case.

22. At the auction, an alternative bid was submitted for the Property (the "Alternative Bid"). The Alternative Bid was in the amount of \$11,250,000. The Alternative Bid contained certain contingencies including the rejection of any existing leases on each of the 66 Properties and the delivery of the Property at closing free of any tenants in possession. The Alternative Bid did not include gasoline supply agreements with Bulk. If such an offer were to be accepted, the Debtors would anticipate significant costs under the Bankruptcy Code that may delay closing, use the Debtors' limited funds, and subject the Debtors, Amcore, and Summit to additional costs, time, and uncertainty. The opinion of the Debtors, Amcore, and Summit is that the

administrative cost of rejecting the leases and recovering possession of the Property, as contemplated by the Alternative Bid, does not warrant the additional initial cash benefit to the estate.

23. The Debtors submit that the price offered of \$11,000,000 pursuant to the terms of the Purchase Agreement is fair and reasonable.

Notice of This Motion

24. Notice of a motion to sell property privately, other than in the ordinary course of business, must meet the following requirements:

- (a) Be at least 21 days, unless shortened by the Court (Rule 2002(a)(2));
- (b) Contain the terms and conditions of the sale (Rule 2002(c)(1));
- (c) Contain an itemized statement of the property to be sold, the name of purchaser, the price received (Rule 6004(f)(1));
- (d) State the time fixed for filing objections to the sale (Rule 2002(c)(1));
- (e) Be served on the Committee, U.S. Trustee, and parties with an interest or lien on the property to be sold (Rules 6004(c) and 9014(b));
- (f) State the date of the hearing (Rule 6004(c)); and
- (g) State the time within which objections may be filed which must be at least five days before the hearing. (Rule 6004(c)).

25. The requirements of proper notice have been met as reflected by the notice and certificate of service filed with this motion. All parties with a lien or interest in the Property have been served with the notice and motion, as well as the U.S. Trustee and Committee.

Request for Waiver of 14-Day Stay

26. If no objection to this Motion is timely filed, the Debtors request that the Court waive any stay requirement under Fed. R. Bankr. P. 6004(h) if the Debtors and the Purchaser agreed to the waiver.

The Sale is in “Good Faith” and Entitled to the Protections of § 363(m)

27. Section 363(m) provides for protections to a “good faith” purchaser of property from reversal or modifications of an order approving a sale on an appeal unless a stay pending appeal is obtained.

28. “Good faith” means there was no “collusion or fraud, or the sale otherwise manifested bad faith.” *Hower v. Molding Systems Engineering Corp.*, 445 F.3d 935, 938 (7th Cir. 2006). The 9th Circuit discussed it as follows:

A good faith buyer “is one who buys ‘in good faith’ and ‘for value.’” [Citations omitted.] “[L]ack of good faith is [typically] shown by ‘fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.’” [Citation omitted.] . . . There is no evidence of collusion between [the debtor] and [the purchaser who was also an insider] to deny [the appellant] access to information.

In re Filtercorp, Inc., 163 F.3d 570, 577 (9th Cir. 1998).

29. The Debtors submit that the Purchaser is purchasing the Property in “good faith” as that term is used by § 363(m). The Purchaser is unrelated to any of the debtors or any Insider (as defined by § 101(31) of the Bankruptcy Code) of the Debtors. The Purchaser is paying value: cash at closing that is fair for the Property. Hilco has marketed the Property on a nationwide basis. There is no evidence that any party was denied information about the Property, or that there was fraud or collusion.

30. This sale is not pursuant to a plan of reorganization, but is pursuant to the Sales Auction Procedure Order (docket no. 842).

Legal Basis for Relief Requested

31. Pursuant to § 363(b)(1), (f)(1), (f)(2) and (f)(5) of the Bankruptcy Code, a chapter 11 debtor may sell property of the estate other than in the regular course of business free and clear of any interest in the property if “applicable nonbankruptcy law permits sale of such property free and clear of such interest” or “such entity with an interest in the property could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.”

32. Applicable nonbankruptcy law such as federal tax liens (26 U.S.C. §6321), applicable state law on foreclosing real property tax liens and applicable state mortgage foreclosure law all allow any leasehold, land contract vendee, subsequent mortgage liens, subsequent judgment liens or other interests to be extinguished.

33. To the extent there are interests in personal property, applicable nonbankruptcy law allows them to be extinguished (810 *Ill. Comp. Stat.* 5/9-601; *Ind. Code* § 26-1-9.1-601; *Mich. Comp. Laws* § 440.9601; *Iowa Code* § 554.9601; *Ky. Rev. Stat. Ann.* § 355.9-601, *Mo. Rev. Stat.* § 400.9-601), and applicable state law on foreclosing personal property tax liens.

34. This sale under nonbankruptcy laws meets the requirements of § 363(f)(1). *In re Jolan, Inc.*, 403 B.R. 866, 870 (Bankr. W.D. Wash. 2009) (the court points out that applicable nonbankruptcy law, such as (i) foreclosure by a senior mortgage holder, (ii) sale by a receiver, and (iii) foreclosure by a governmental authority with a personal property tax lien or federal tax lien, allows the sale of property free and clear of liens); *see also, In re Terrace Chalet Apartments, Ltd.*, 159 B.R. 821, 824-5 (N.D. Ill. 1993).

35. Additionally, a chapter 11 debtor can also sell property free and clear of any interest if a party consents to the sale. § 363(f)(2). Lack of objection constitutes “consent.”

FutureSource LLC v. Reuters Ltd., 312 F.3d 281, 285 (7th Cir. 2002).

36. Parties that do not consent to a sale free and clear of their interests must be given “adequate protection” for their interests in order for the sale to proceed if they request it. § 363(e).

37. “Adequate protection” has long meant that interests will attach to the proceeds of the sale in the priority established in the property sold. *Union Planters Bank v. Burns*, 306 B.R. 624, 629 (B.A.P. 8th Cir. 2004); *In re Franklin Brewing Co.*, 249 F. 333, 335 (2nd Cir. 1918). If there is no value for a junior interest to attach, it has no property interest entitled to be protected. *In re Hatfield Homes, Inc.*, 30 B.R. 353, 355 (Bankr. E.D. Penn. 1983) (“if the proposed sales price is the best price obtainable under the circumstances of a particular case, then the fact that junior lienholders may receive little or nothing from the proceeds of the sale would not, standing alone, constitute reason for disapproving the proposed sale”). The “adequate protection” for the interests junior to those of Amcore and Summit is nothing because there is no interest to protect.³

38. In this case, Amcore and Summit are consenting to the sale.

The Sale Meets the Legal Standards for Approval

39. The proposed transaction and actions related to the sale of the Property to the Purchaser should be approved. The Property was marketed nationally by a nationally recognized

³ Normally if there is no benefit to the bankruptcy estate, the property would not be sold through bankruptcy proceedings. See, *In re Riverside Inv. P’ship*, 674 F.2d 634, 640 (7th Cir. 1982). However, that is not the case here. The Debtors’ chapter 11 estates reap substantial benefits from the sale from the carve-out stipulation. (Docket No. 597.) The carve-out benefits include 5% of the net sales price of the Real Property, the proceeds from Personal Property and proceeds from accounts receivable. That meets the requirement that the estate benefit from the sale. See, *In re Riverside P’ship* at 640-641; see also *In re Women First Healthcare, Inc.*, 332 B.R. 115 (Del. 2005); *In re World Health Alternatives, Inc.*, 344 B.R. 291 (Del. 2006) (financial benefit from carve-out of sales proceeds confers sufficient benefit to the bankruptcy estate to justify sale).

broker for four months. The broker has opined that the sales price is the highest possible at this point. The Purchaser meets the definition of a “good faith” purchaser. The Debtors, Amcore, Summit and the Committee agree that the offer price is the best available under the circumstances. The Debtors will consider higher and better offers as stated below.

Assignment and Assumption of Unexpired Leases and Land Contracts

40. The Debtors are assuming and assigning the leases subleases, and land contracts that are listed within the Purchase Agreement attached as Exhibit 1. The Debtors are either the land contract vendor or the landlord for the leases and subleases to be assumed and assigned. The Debtors’ records indicate that there are no defaults to cure except payment of real estate and personal property taxes. The taxes are being paid at the closing of the sale.

41. Section 365(a) of the Bankruptcy Code allows the Debtors to assume or reject any unexpired lease or executory contract, subject to the Court’s approval. The Court approves a debtor’s assumption or rejection if the decision is within the reasonable range of a debtor’s business judgment. *In re Goldblatt Bros., Inc.*, 766 F.2d 1136, 1139 (7th Cir. 1985).

42. In order to assume an unexpired lease or executory contract, a debtor must also cure any defaults. § 365(b)(1)(A). In this case, the Debtors believe there are no defaults to cure. However, if an interested party believes there are defaults that must be cured, the party can object to this Motion and the issue will be decided by the Court at the hearing to approve the sale with the assumptions and assignments of the unexpired leases and executory contracts.

43. A debtor also has the ability to assign unexpired leases and executory contracts to a third party. § 365(f). The Debtors seek to assign the unexpired leases and executory contracts to the Purchaser.

44. The Debtors are retaining the rights to all receivables owed pursuant to an expired lease or executory contract being assigned to Purchaser that arose before the closing of the sale.

Higher and Better Offers to Purchase

45. The Debtors will consider higher and better offers to purchase the Property that are substantially the same as the Purchase Agreement and meet the definition of “Qualified Bid” as defined in the auction procedures approved by the Court. (*See* Order dated Dec. 21, 2009, Docket No. 842, at ¶2.) Such bids and the requisite deposit must be received by counsel for the Debtors, Kerkman & Dunn, (payable to “Kerkman & Dunn Client Trust Account FBO Bulk Escrow”) by the date required for any objection to the proposed sale. If there are multiple offers to purchase the Property, the attorneys for the Debtor will conduct an auction at the time and place of the hearing to consider approving this Motion.

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Conclusion

WHEREFORE, the Debtors request that the Court approve the sale of the Property to the Purchaser on the terms stated in this Motion and the accompanying Purchase Agreement.

Dated: February 24, 2010.

/s/ Justin M. Mertz

Jerome R. Kerkman
Justin M. Mertz
Kerkman & Dunn

General Counsel for Bulk Petroleum
Corporation and Special Counsel
for the Other Debtors

P.O. Address:

757 N. Broadway, Suite 300
Milwaukee, WI 53202-3612
Phone: 414.277.8200
Facsimile: 414.277.0100
Email: jkerkman@kerkmandunn.com

and

Brent D. Nistler
Nistler Law Office, s.c.

General Counsel for Co-Debtors

P.O. Address:

3235 North 124th St.
Brookfield, WI 53005
Phone: 262.373.1420
Fax: 262.373.1421
Email: bnistler@nistlerlaw.com

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and among the entities identified below as the Seller and the person or entity identified below as the Buyer. The "Terms and Conditions to Purchase and Sale Agreement" following the signatures are an integral part of this Agreement and are binding on Seller and Buyer.

"Seller" is defined in this Agreement to be:

BULK PETROLEUM CORPORATION ("BULK")
DHALI WAL'S INDIANA BULK STATIONS TWO, INC.
RAKHRA INDIANA E-Z GO STATIONS THREE, INC.
INTERSTATE PETROLEUM PRODUCTS, INC.
RAKHRA IOWA E-Z GO STATIONS THREE, INC.
BULK PETROLEUM KENTUCKY PROPERTIES, L.L.C.
BULK PETROLEUM INDIANA PROPERTIES, L.L.C.
JASPAL'S ILLINOIS SEVEN, L.L.C.
DHALI WAL IOWA PROPERTIES FIVE, L.L.C.
DARSHAN'S MISSOURI STATIONS ONE, INC.
RAKHRA MICHIGAN E-Z GO STATIONS THREE, INC.
DHALI WAL'S MICHIGAN BULK STATIONS TWO, INC.
DARSHAN'S IOWA PROPERTIES FOUR, LLC.
DHALI WAL IOWA PROPERTIES FIVE, LLC.
DHALI WAL'S IOWA BULK STATIONS TWO, INC.
DARSHAN'S IOWA STATIONS ONE, INC.

Seller's Address is: 9653 N. Granville Road
Mequon, WI 53097

"Buyer" is defined as: Convenience Stores Leasing & Management, LLC, or its assigns

Buyer's Address is: 4455 Acre View Court, Brookfield, Wisconsin 53005

"Property" is defined as: The 66 properties listed on Exhibit A attached hereto, including all buildings, improvements, fixtures, machinery, equipment and personal property associated therewith owned by Seller, and specifically excepting tenant-owned personal property and vendee-owned personal property. Individual properties or groups

EXHIBIT 1

of properties comprising the Property shall be referred to herein as a "property" or "properties". This Agreement is for all 66 properties and assets as a distinct group.

"Purchase Price" is defined as: Eleven Million Dollars (\$11,000,000)

"Earnest Money" is defined as: One Million One Hundred Thousand Dollars (\$1,100,000).

"Closing Date" is defined as: The date that is sixty (60) days from the date of this Agreement if the stay pursuant to Fed. R. Bankr. P. 6004(h) has expired.

"Lender" is defined as: Amcore Bank, N.A.
Summit Credit Union

[Remainder of this page intentionally omitted.
Signatures appear on following page.]

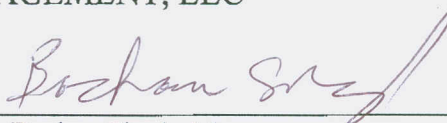
EXHIBIT 1

DATED: As of February 24, 2010.

BUYER:

CONVENIENCE STORES LEASING &
MANAGEMENT, LLC

By: _____



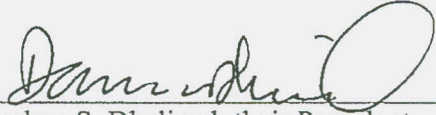
Bachan Singh, Manager

[Seller's signatures appear on following page]

EXHIBIT 1

SELLER:

BULK PETROLEUM CORPORATION
DHALIWAL'S INDIANA BULK STATIONS TWO, INC.
RAHKRA INDIANA E-Z GO STATIONS THREE, INC.
INTERSTATE PETROLEUM PRODUCTS, INC.
RAKHRA IOWA E-Z GO STATIONS THREE, INC.
DARSHAN'S MISSOURI STATIONS ONE, INC.
RAKHRA MICHIGAN E-Z GO STATIONS THREE, INC.
DHALIWAL'S MICHIGAN BULK STATIONS TWO, INC.
DHALIWAL'S IOWA BULK STATIONS TWO, INC.
DARSHAN'S IOWA STATIONS ONE, INC.

By: 
Darshan S. Dhaliwal, their President

BULK PETROLEUM KENTUCKY PROPERTIES, L.L.C.
BULK PETROLEUM INDIANA PROPERTIES, L.L.C.
JASPAL'S ILLINOIS SEVEN, L.L.C.
DHALIWAL IOWA PROPERTIES FIVE, L.L.C.
DARSHAN'S IOWA PROPERTIES FOUR, LLC.
DHALIWAL IOWA PROPERTIES FIVE, LLC.

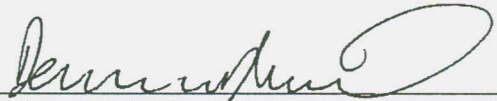
By: 
Darshan S. Dhaliwal, their Managing Member

EXHIBIT 1

TERMS AND CONDITIONS OF PURCHASE AND SALE AGREEMENT

WITNESSETH:

WHEREAS, Seller owns the Property and the buildings, improvements, structures and fixtures located thereon, together with all rights pertaining thereto. The legal description of the Property shall be as set forth on the title commitments prepared by Lawyers Title Insurance Corporation (the "Title Company") for this transaction;

WHEREAS, Bulk owns certain personal property located on the Property (the "Personal Property");

WHEREAS, the entities included as "Seller" in this transaction are debtors in the Chapter 11 bankruptcy case (the "Bankruptcy Case"), Case No. 09-21782-SVK-11, jointly administered, before the United States Bankruptcy Court for Eastern District of Wisconsin (the "Bankruptcy Court");

WHEREAS, Seller desires to sell to Buyer, pursuant to Section 363 of Title 11 of the United States Bankruptcy Code (the "Bankruptcy Code"), and Buyer desires to purchase, all of Seller's right, title and interest in and to the Property upon the terms and conditions of this Agreement; and

WHEREAS, Seller's obligations under this Agreement are subject to approval of the Bankruptcy Court;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. Agreement to Sell and Purchase.

(a) Subject to the terms and conditions of this Agreement, on the Closing Date, Seller agrees to (i) convey the real estate component of the Property, together with the buildings, improvements, structures and fixtures thereon, to Buyer by a Quit Claim Deed, and (ii) convey the Personal Property to Buyer by a Bill of Sale, without warranties or representations of any kind, oral or written.

(b) Subject to the terms and conditions of this Agreement, on the Closing Date, Buyer agrees to purchase all of Seller's right, title and interest in the Property.

(c) Buyer acknowledges that it is purchasing the Property in its "AS-IS, WHERE-IS" condition, and that it has determined that the Property is, in all respects, acceptable for its intended use.

(d) Prior to the Closing Date, Seller and Lender agree to allocate the amount of the Purchase Price attributable to the Personal Property, and to provide Buyer with the allocated amounts.

EXHIBIT 1

2. Purchase Price. The Purchase Price shall be paid by Buyer as follows:

(a) The Earnest Money has been deposited into a Kerkman & Dunn client trust account.

(b) The balance of the Purchase Price, as adjusted pursuant to the provisions of this Agreement, shall be paid by Buyer by wire transfer on or before 4:00 p.m. (Central Time) on the Closing Date.

(c) If Buyer fails to Close for any reason other than a default by Seller hereunder then, in addition to any other remedies available to Seller, Seller shall be entitled to retain the Earnest Money and agrees to promptly transfer it to Lender for application to Seller's mortgages. In the event of any other Buyer default hereunder, Seller shall give Buyer written notice of such default and a five (5) day opportunity in which to cure it to Seller's reasonable satisfaction. If Buyer fails to cure the default within such five (5) day period, in addition to any other remedies available to Seller, Seller shall be entitled to retain the Earnest Money and agrees to promptly transfer it to Lender for application to Seller's mortgages. If Seller defaults in the performance of its obligations hereunder after entry of the Sale Order (defined below), Buyer shall be entitled to, at its option (i) request entry of an order in the Bankruptcy Court requiring Seller to perform its obligations hereunder, or (ii) request the return of its Earnest Money and receive an additional payment of \$100,000 from Seller as liquidated damages and as Buyer's sole remedy hereunder. If the transaction closes, the Earnest Money shall be applied towards the Purchase Price.

(d) At the Closing, Buyer will accept and assume all of Seller's obligations under the tenant leases and the land contracts associated with the Property first arising or accruing after the Closing Date. Except as otherwise expressly set forth herein, Buyer accepts and assumes none of Seller's other liabilities, including successor liabilities for unpaid sales, use or income taxes, unpaid permit or license fees, or, except as provided in 3(i) below, unpaid environmental fines, fees or penalties.

3. Adjustments. The following items shall be credited, debited and otherwise adjusted, and the resulting calculation shall be an adjustment to the Purchase Price payable at the closing of this transaction (the "Closing"):

(a) Real estate taxes, personal property taxes, rents, private and municipal charges and property owner's association assessments, if any, shall be prorated at Closing. Any income, taxes or expenses shall accrue to Seller and be prorated through the Closing Date. Net general real estate taxes shall be prorated based on the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year.

(b) Special assessments and/or charges or ongoing use fees for public improvements, if any, for work actually commenced or levied prior to the date hereof shall be paid by Seller no later than Closing. All other special assessments and charges shall be paid by Buyer, including future installments and deferred payments.

EXHIBIT 1

(c) Seller shall be responsible for all electricity, water, sewer, gas, telephone and other utility charges, if any, accruing on or before the Closing Date, and Buyer shall be responsible for such utility charges, if any, accruing after the Closing Date. Seller's utility company deposits, if any, shall not be assigned and Buyer shall post its own deposits with utility companies, if required to do so by such companies.

(d) The cost of title work and title insurance shall be added to the Purchase Price and paid by Buyer at Closing.

(e) The cost of any required real estate transfer fees and taxes shall be added to the Purchase Price and paid at Closing to the Register of Deeds for each county where the Property is located.

(f) All delinquent real estate taxes, special assessments and personal property taxes on the Property, including penalties and interest thereon, shall be paid in full out of the sales proceeds at Closing. Real estate and personal property taxes for the current year shall be prorated pursuant to subsection (a), above.

(g) Buyer shall pay any state deed tax or other federal, state, or local documentary or revenue stamps or transfer tax with respect to the Quit Claim Deed (or Bill of Sale, if any such taxes are applicable) to be delivered by Seller.

(h) Buyer shall pay any mortgage registration tax or other taxes or fees with respect to any mortgage placed of record in connection with Buyer's financing, and the cost of recording all other documents associated with the Closing.

(i) At Closing, Buyer shall pay an amount capped at \$213,300 for the cost of the surveys and Phase I environmental reports for the Property conducted by The Orin Group LLC at the request of Amcore and BLS (including the Environmental Data Resources fee of \$250 per property) and for payment of delinquent registration costs due to any applicable state environmental fund in connection with the underground storage tank fuel systems on the Property, if required to transfer such registrations to Buyer. If the cost of the items described in this subsection exceeds \$213,300, the excess cost shall be paid by Seller at Closing.

(j) All other customary costs incidental to the Closing shall be added to the Purchase Price and paid by Buyer at Closing.

4. Possession. Seller shall transfer possession of the Property to Buyer on the date of Closing, subject to the rights of existing lessees and land contract vendees, provided that such leases and land contracts shall not be terminated or amended by Seller prior to the closing without Buyer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

5. Land Contracts. A number of properties are subject to written or oral land contracts with third party vendees as indicated on Exhibit A (collectively, the "Land Contracts"). A summary of the written land contracts is attached hereto as Exhibit B. Full copies of the written land contracts are available upon request of Seller's counsel, Kerkman & Dunn. Buyer agrees to accept these properties

EXHIBIT 1

subject to, and will honor according to their terms, the Land Contracts, provided, however, that the Land Contracts shall not be terminated or amended by Seller prior to Closing without Buyer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

6. Leases. A number of properties are occupied by tenants in occupancy pursuant to written or oral lease agreements as indicated on Exhibit A (collectively, the "Leases"). A summary of the written leases is attached hereto as Exhibit C. Full copies of the written leases are available upon request of Seller's counsel, Kerkman & Dunn. Buyer agrees to accept these properties subject to, and will honor according to their terms, the Leases, provided, however, that they shall not be terminated or amended by Seller prior to Closing without Buyer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

7. Closed or Trespassed Properties. A number of properties are either closed or occupied by a party or parties who are not in occupancy pursuant to a lease or other agreement with Seller. Buyer agrees to accept these properties subject to the rights, if any, of parties in possession.

8. Versailles Property. Seller owns part of the property located at US 50 & 421 Versailles Lane in Versailles, IN (Seller Station No. 2768), but leases the remainder of the property pursuant to a third-party lease (the "Versailles Lease").

9. Assumption and Assignment of Leases and Land Contracts.

(a) In its motion for approval of the transaction contemplated herein, Seller shall request Bankruptcy Court approval to assume and assign the Leases, Land Contracts and the Versailles Lease.

(b) The accounts receivable arising through Closing under the Leases and Land Contracts are not being sold or otherwise transferred to the Buyer and shall remain the sole property of Seller.

10. Closing. The Closing shall take place on the Closing Date through escrow at the offices of Seller's counsel, Kerkman & Dunn, or at such other location mutually agreed upon by the parties.

11. Documents at Closing.

(a) Seller agrees to deliver the following documents, duly executed as appropriate, to Buyer at Closing:

(i) Duly recordable Quit Claim Deeds from Seller conveying title to the Property to Buyer;

EXHIBIT 1

(ii) A Bill of Sale for all of the Personal Property owned by Seller associated with the Property;

(iii) Satisfaction executed by the Lenders of their mortgages and liens; and

(iv) Customary documents as Buyer may reasonably request to carry out the transaction contemplated by this Agreement, provided, however, that Seller shall not provide Owner's Affidavits or similar documents required to delete the "standard exceptions" to title coverage set forth in the title commitments.

(b) Buyer agrees to deliver the following, duly executed as appropriate, to Seller at Closing:

(i) The balance of the Purchase Price as provided in Section 2(b) herein; and

(ii) Customary affidavits, certificates and such other documents as Seller reasonably may request to carry out the transaction contemplated by this Agreement or that Lawyers Title Insurance Corporation, the title company issuing the insurance policies for the Property (the "Title Company"), may require to comply with federal, state or local laws, regulations, ordinances or orders.

(c) On the Closing Date, Buyer and Seller shall execute and deliver to one another counterpart originals of the following:

(i) Closing Statements;

(ii) An Assignment and Assumption of Leases, Land Contracts and the Versailles Lease;

(iii) An Assignment and Assumption of the Kiel Bros. Oil Company, Inc. Environmental Liabilities Agreement dated November 23, 2004 relating to the Property, to the extent it is assignable.

(iv) Documents required under the laws of the states where the Property is located to transfer the Personal Property to Buyer and to register the underground storage tank fuel system in Buyer's name.

12. Corporate Authority.

(a) Seller represents and warrants to Buyer as follows:

(i) it is the Chapter 11 debtor in possession in the Bankruptcy Case; and

(ii) subject to entry of the Bankruptcy Court's Sale Order (defined below), Seller shall have full power and authority to enter into this Agreement, to

EXHIBIT 1

execute and deliver the documents required of Seller herein, and to perform its obligations hereunder.

- (b) Buyer represents and warrants to Seller that it has the full power and authority to enter into this Agreement and to execute and deliver the documents required of Buyer herein, and to perform its obligations hereunder.

13. Commissions. Neither Seller nor Buyer has dealt with any broker, finder or other person in connection with the sale or negotiation of the sale of the Property in any manner that might give rise to any claim for commission against Buyer, except Hilco. Buyer shall defend, indemnify and hold harmless Seller and Lender from and against any and all claims of brokers, finders or any third party claiming any right to commission or compensation by or through acts of Buyer in connection herewith other than Hilco. The indemnity obligations hereunder shall include all damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to matters being indemnified hereunder.

14. Bankruptcy Court Approval of Sale. Notwithstanding anything herein to the contrary, it is a condition precedent to the Closing of the sale contemplated by this Agreement that Seller obtain an order of the Bankruptcy Court that states that the sale of the Property to Buyer is free and clear of liens, claims, interests and encumbrances except for the interests of the Land Contract vendees and tenants under the Leases remaining after closing, as well as easements, restrictions, covenants, zoning ordinances and similar matters of record, with all liens, claims, interests and encumbrances to attach to the proceeds in the order of their respective priorities, and authorizes the Buyer to close the sale (the "Sales Order"). Seller agrees to file a motion to approve the sale within two court days after this Agreement is executed.

15. Good Faith Offer.

(a) Buyer acknowledges and agrees that the Purchase Price agreed upon in this Agreement has not been controlled by any agreement among any potential bidders and that the Buyer's offer has not been collusive with any other bidder.

(b) Buyer and Seller acknowledge and agree that Buyer has entered into this Agreement at arms-length and in good faith.

16. Title. Title insurance commitments on the current ALTA form have been made available for viewing on the Broker's website, and were also delivered by messenger to Buyer by Seller on February 19, 2010. The Seller shall obtain the Sales Order with the provisions described in Paragraph 14, above, and shall assist the Buyer in obtaining the Property free and clear of liens, claims, interests and encumbrances as provided in the order. That assistance shall include obtaining satisfactions of liens and encumbrances from the Lenders and executing satisfactions that Seller is authorized to execute. In no event shall Seller be required to correct any condition of title other than satisfying Lenders' mortgages, related Lender filings and executing satisfactions that Seller is authorized to execute in accordance with the Sale Order.

EXHIBIT 1

17. Gasoline Supply Agreement. At Closing, Buyer agrees to enter into Bulk's form of supply agreement for the supply of gasoline and petroleum products to the Property. The agreement shall have an initial term of five (5) years. The gasoline price shall be equal to the "rack rate" plus 2.1 cents per gallon and. The supply agreement shall not be assignable by Seller, except to reorganized Bulk or a Bulk affiliate.

18. Restoration of Property. Buyer shall, in connection with its studies and investigations of the Property, promptly restore the Property to its condition existing immediately prior to such studies and investigations. Buyer hereby agrees to indemnify, defend and hold Seller, , Lender and the Property harmless from and against any cost, expense, charge, lien, action or judgment, as well as any claim of a right to any such cost, expense, charge, lien, action or judgment arising directly or indirectly from any act or omission of Buyer, Buyer's agents or contractors, or any services, labor, supplies or materials provided or performed by surveyors, engineers, architects and others making the inspections and tests, and from and against any personal injury and property damage caused by the act or neglect of Buyer or any of its agents, or independent contractors. Seller shall have the right to apply the Earnest Money, or any portion thereof, toward satisfaction of Buyer's obligations under this Section. The provisions hereof shall survive the termination of this Agreement.

19. Casualty. If, between the date hereof and the Closing, there shall occur an insured fire or other insured casualty affecting any of the Property, then Buyer shall have no right to terminate this Agreement and shall purchase the Property in its damaged condition without reduction of or offset against the Purchase Price, except a credit against the Purchase Price shall be allowed for any co-insurance and/or deductible amount on the casualty insurance, or any other claim against Seller. Seller shall assign to Buyer the right to receive any insurance proceeds payable to Seller as a result of such fire or other casualty to the Property only; provided, however, that Seller shall be entitled to retain (to the extent theretofore paid to Seller), and shall not be obligated to assign the right to receive (to the extent not theretofore paid to Seller), the amount of such insurance proceeds that are paid for Seller's expenses, if any, incurred in collecting such proceeds and repairing the damage caused by fire or other casualty. In no event shall Seller have any obligation to repair any damage or destruction to the Property, but Seller shall have the right to do so and to utilize insurance proceeds for such purposes.

20. Condemnation. In the event of the taking of all or any material part of the Property (e.g., not including the taking of strips of widths less than 10 feet of the Property running along adjacent roadways and highways, or any temporary easement) prior to Closing, by eminent domain or condemnation, then Buyer may, at its option, exercisable by written notice to Seller, either (i) terminate this Agreement, whereupon, except as expressly provided herein, neither party will have any further obligation hereunder (and the Earnest Money shall be returned to Buyer), or (ii) continue under this Agreement, whereupon Seller will assign to Buyer its interest in and to any award and proceeds thereof payable as a result of such taking, less any costs and expenses incurred by Seller and/or Lender in furtherance of the transaction contemplated by this Agreement or in exercising its rights pursuant to the condemnation.

21. Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective heirs, administrators, executors, personal

EXHIBIT 1

representatives, successors and assigns, subject to the entry of a Sale Order and the terms of this Agreement.

22. Assignment. Seller may assign its rights and interests hereunder. Buyer may assign its rights or interests hereunder, in whole or in part, to one or more assignees, provided, however, that Buyer shall remain liable for its obligations hereunder notwithstanding any such assignment.

23. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally (which shall include delivery by national overnight courier service) or sent by registered or certified mail, postage pre paid, and addressed as set forth above. Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner herein set forth.

24. Environmental Issues.

(a) Seller expressly disclaims any and all representations and warranties as to: (i) the presence or release of hazardous materials on, in, under, or adjacent to the Property, (ii) the Property's compliance with environmental laws, and (iii) any potential environmental liability associated with the Property or any activities conducted on the Property.

(b) Buyer, for itself, its partners or shareholders, all persons or entities that control, are controlled by or under common control with Buyer and its partners or shareholders (each, an "Affiliate"), and all of their respective successors and assigns, expressly waives any and all rights against Seller and Lender pertaining to any environmental liability or pursuant to any environmental law, including, without limitation, any claim alleged under CERCLA.

(c) The agreements of Buyer in this Paragraph shall survive the termination of this Agreement for any reason and shall survive the Closing of the transactions contemplated herein.

25. Governing Law. This Agreement shall be construed and interpreted according to the Bankruptcy Code and, to the extent they do not conflict, the substantive laws of the State of Wisconsin, without regard to conflict of law principles. Buyer hereby consents to the exclusive jurisdiction of the Bankruptcy Court in connection with any matter arising under this Agreement.

26. Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

27. Performance on Business Days. If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or federal holiday, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

28. Entire Agreement. This Agreement, together with any Exhibit attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties.

EXHIBIT 1

29. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original.

30. AS IS. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS OR HAS HAD THE OPPORTUNITY TO INSPECT, REVIEW AND INVESTIGATE THE PROPERTY TO BUYER'S FULL SATISFACTION. BUYER IS A SOPHISTICATED BUYER AND OWNER OF REAL ESTATE AND HAS BASED ITS DECISION TO PURCHASE THE PROPERTY ON ITS OWN INSPECTION, REVIEW AND INVESTIGATION OF THE PROPERTY. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY BUYER THAT NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, HAVE BEEN MADE BY SELLER OR SELLER'S AGENTS OR CONSULTANTS TO BUYER OR TO THE AGENTS OR CONSULTANTS OF BUYER WITH RESPECT TO THE PROPERTY, AND THAT ANY STATEMENTS WHATSOEVER MADE BY SELLER OR SELLER'S AGENTS OR CONSULTANTS TO BUYER OR TO BUYER'S AGENTS OR CONSULTANTS ARE NOT MATERIAL AND HAVE NOT BEEN RELIED UPON BY BUYER. WITHOUT LIMITING THE GENERALITY OF THIS ACKNOWLEDGMENT AND AGREEMENT, IT IS SPECIFICALLY ACKNOWLEDGED AND AGREED THAT THE PROPERTY SHALL BE ACCEPTED BY BUYER IN "AS IS", "WHERE IS" CONDITION, "WITH ALL FAULTS".

31. Seller Right to Reject. Seller has the right to reject any Successful Bid (as defined in the Order Establishing Auction Procedures entered by the Bankruptcy Court in Seller's bankruptcy cases) prior to the entry of the Sale Order. In such event, Seller may designate a new Successful Bid and Alternative Successful Bid (as defined in Order Establishing Auction Procedures).

32. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of the other provisions hereof.

EXHIBIT A

No.		Address	City	State	Status	Purpose	Owner	Mortgage Details
1	1150	1940 W. First St.	Milan	IL	Open	L/C	Jaspal's Illinois Seven, LLC	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Document #2004-34575
2	2149	801 W. Old Ridge Rd.	Hobart	IN	Open	L/C	Dhalial's Indiana Bulk Stations Two, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-13-04, Instrument #2004-10539
3	2605	7200 E. Melton Rd.	Gary	IN	Closed	None	Rakha's Indiana E-Z Go Stations Three, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-13-04, Instrument #2004-10539
4	2610	453 South Main Street	Clinton	IN	Open	Lease	Bulk Petroleum Corporation	Amcore Bank, \$6,500,000.00, recorded 5-9-07, Instrument #200701072
5	2703	2504 W. 16th Street	Bethford	IN	Open	Lease	Bulk Petroleum Indiana Properties, LLC	Amcore Bank, \$31,188,223.11, recorded 7-25-05, Record 267, page 470
6	2710	3101 National Road	Columbus	IN	Open	L/C	Bulk Petroleum Indiana Properties, LLC	Amcore Bank, \$6,500,000.00, recorded 11-20-06, Instrument #200600014056
7	2715	1020 Indiana Hwy 62	Corydon	IN	Closed	None	Bulk Petroleum Indiana Properties, LLC	Amcore Bank, \$6,500,000.00, recorded 11-20-06, Instrument #200600013658
8	2720	715 North Weinbach Ave.	Evansville	IN	Open	Lease	Bulk Petroleum Indiana Properties, LLC	Amcore Bank, \$6,500,000.00, recorded 11-27-06, Instrument #2006R00039749
9	2723	2905 Broadway Ave	Evansville	IN	Open	Lease	Bulk Petroleum Indiana Properties, LLC	Amcore Bank, \$6,500,000.00, recorded 8-22-05, Instrument #200500010273
10	2729	704 Main Street	Hope	IN	Open	L/C	Bulk Petroleum Indiana Properties, LLC	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Instrument #200417487
11	2744	729 SR 39 Bypass	Martinsville	IN	Open	None	Bulk Petroleum Indiana Properties, LLC	Amcore Bank, \$31,188,223.11, recorded 7-21-05, Inst. #2005-3822
12	2758	23 East Main Street	Rossville	IN	Open	L/C	Bulk Petroleum Indiana Properties, LLC	Amcore Bank, \$6,500,000.00, recorded 11-20-06, Instrument #200600005693
13	2768	US 50 & 421 Versailles Lane (192 E. Hwy. 50)	Versailles	IN	Open	Lease	Bulk Petroleum Indiana Properties, LLC	Amcore Bank, \$31,188,223.11, recorded 7-25-05, Instrument #2005-019257
14	2774	3542 E 500 N	Whiteland	IN	Closed	Lease	Bulk Petroleum Indiana Properties, LLC	Amcore Bank, \$6,500,000.00, Instrument #2007-11291
15	2785	430 Eastern Blvd	Clarksville	IN	Closed	None	Bulk Petroleum Indiana Properties, LLC	Amcore Bank, \$31,188,223.11, recorded 12-6-04, Instrument #20041206-0157969
16	3635	4088 Lake Michigan Dr. NW	Grand Rapids	MI	Closed	Lease	Dhalial's Michigan Bulk Stations Two, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-6-04, Instrument #20041206-0157970
17	3638	3214 28th Street SE	Grand Rapids	MI	Open	Lease	Interstate Petroleum Products, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-6-04, Instrument #20041206-0157971
18	3645	5200 South Division SE	Kentwood	MI	Closed	None	Interstate Petroleum Products, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-6-04, Instrument #20041206-0157972
19	3655	1980 44th St. SE	Kentwood	MI	Open	None	Interstate Petroleum Products, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-6-04, Instrument #20041206-0157973
20	3657	1045 Chicago Dr. SW	Wyoming	MI	Open	None	Interstate Petroleum Products, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-6-04, Instrument #20041206-0157974
21	3659	2354 Clyde Park Ave SW	Grand Rapids	MI	Open	None	Interstate Petroleum Products, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-10-04, Liber 2919, page 544
22	3690	1355 N. Eaton Road	Albion	MI	Closed	L/C	Rakha's Michigan E-Z Go Stations Three, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Document #2004-007925
23	5505	326 Lincoln Way	Ames	IA	Closed	Lease	Darshan's Iowa Properties Four, LLC	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Document #2004-007925
24	5520	1900 Summit St.	Burlington	IA	Open	Lease	Dhalial's Iowa Properties Five, LLC	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Document #2004-007925
25	5525	101 E. Mt. Pleasant	W. Burlington	IA	Open	Lease	Rakha's Iowa E-Z Go Stations Three, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Book 10847, page 413
26	5536	3732 Easton Blvd	Des Moines	IA	Closed	None	Dhalial's Iowa Bulk Stations Two, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Book 10847, page 413
27	5537	1105 Lincoln St. SE	Bondurant	IA	Closed	Lease	Dhalial's Iowa Bulk Stations Five, LLC	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Book 10847, page 42236
28	5539	1220 Cody Rd. N.	LeClaire	IA	Closed	None	Dhalial's Iowa E-Z Go Stations Three, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Book 740, page 45
29	5550	4163 Hwy. 63	Malcom	IA	Closed	None	Rakha's Iowa E-Z Go Stations Three, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Book 10847, page 413
30	5571	1443 Second Ave.	Des Moines	IA	Closed	None	Darshan's Iowa Stations One, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Document #2005-13685
31	5572	515 Broadway	Waterloo	IA	Closed	Lease	Dhalial's Iowa Bulk Stations Two, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Book 10847, page 413
32	5573	1800 SE 14th St.	Des Moines	IA	Closed	Lease	Darshan's Iowa Stations One, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Document #2004-4949
33	5574	4800 Fleur Dr.	Des Moines	IA	Closed	Lease	Darshan's Iowa Stations Three, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Book 10847, page 413
34	5589	1001 A Ave. West	Oskaloosa	IA	Closed	None	Rakha's Iowa E-Z Go Stations Three, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Book 10847, page 413
35	5596	3804 Hubbel Ave	Des Moines	IA	Closed	Lease	Darshan's Iowa Stations One, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Book 10847, page 413
36	5597	4028 NE 14th St.	Des Moines	IA	Closed	None	Darshan's Iowa Stations One, Inc.	Amcore Bank, \$31,188,223.11, recorded 12-2-04, Book 10847, page 413
37	6308	790 East New Circle Road	Lexington	KY	Closed	Lease	Bulk Petroleum Kentucky Properties, LLC	Amcore Bank, \$6,500,000.00, dated 4-20-07, Book 6068, page 200
38	7848	1702 Allison Lane	Jeffersonville	IN	Closed	None	Bulk Petroleum Indiana Properties, LLC	Amcore Bank, \$6,500,000.00, Instrument #200711291
39	8814	9449 Blue Ridge Blvd.	Kansas City	MO	Closed	Lease	Darshan's Missouri Stations One, Inc.	Amcore Bank, \$31,188,223.11, recorded 1-12-05, Document #2005K0002247

EXHIBIT A

40	2742	2620 Lincoln Blvd	Marion	IN	Closed	L/C	Bulk Petroleum Indiana Properties, LLC	Great Wisconsin Credit Union, \$9,881,000.00, filed 12-11-08, document 1200612169
41	5510	303 E. Platt	Maquoketa	IA	Open	Lease	Dhaliwal Iowa Properties Five, LLC	Great Wisconsin Credit Union, \$9,881,000.00, filed 11-27-06, Document 06-4498
42	6301	354 W. Cumberland Gap Pkwy	Corbin	KY	Closed	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$9,881,000.00, Book 514, page 557
43	6309	2399 Richmond Road	Lexington	KY	Closed	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$5,000,000.00, Book 5899, page 379
44	6312	801 East Main Street	Lexington	KY	Open	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$15,000,000.00, Book 5963, page 22
45	6320	4406 Taylor Blvd	Louisville	KY	Open	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$11,081,000.00, Book 10510, page 241
46	6321	2701 West Broadway	Louisville	KY	Closed	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$9,881,000.00, Book 10423, page 73
47	6323	401 Winkler Avenue	Louisville	KY	Open	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$5,000,000.00, Book 10400, page 508
48	6324	11598 Preston Hwy	Louisville	KY	Closed	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$5,000,000.00, Book 1120, page 796
49	6325	2708 Dixie Hwy	Louisville	KY	Open	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$5,000,000.00, Book 10400, page 541
50	6330	4213 Bardstown Road	Louisville	KY	Closed	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$5,000,000.00, Book 10400, page 530
51	6343	6102 Bardstown Road	Louisville	KY	Open	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$5,000,000.00, Book 10400, page 552
52	6347	1467 West Lexington Street	Winchester	KY	Open	L/C	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$9,881,000.00, book 609, page 464
53	6350	8404 National Turnpike	Louisville	KY	Closed	None	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$5,000,000.00, Book 10400, page 563
54	6356	531 Southland Drive	Lexington	KY	Open	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$20,000,000.00, Book 5996, page 485
55	7718	11700 N US Hwy 31	Edinburgh	IN	Open	L/C	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$9,881,000.00, filed 12-11-06, Document 200600014775
56	7742	605 Schenkel Lane	Frankfort	KY	Open	L/C	Bulk Petroleum Corporation	Great Wisconsin Credit Union, \$15,000,000.00, Book 1044, page 713
57	7743	135 Reservoir Street	Central City	KY	Closed	Lease	Bulk Petroleum Corporation	none
58	7744	2213 Bridge St	Paducah	KY	Open	L/C	Bulk Petroleum Corporation	Great Wisconsin Credit Union, \$15,000,000.00, Book 1112, page 122
59	7854	6600 W. Hwy 22	Crestwood	KY	Open	L/C	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$5,000,000.00, Book 1386, page 521
60	7863	10104 Taylorsville Road	Jeffersonton	KY	Open	Lease	Bulk Petroleum Kentucky Properties, LLC	none
61	7865	405 Waller Avenue	Lexington	KY	Open	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$9,881,000.00, Book 5945, page 78
62	7876	9801 3rd street road	Louisville	KY	Closed	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$20,000,000.00, Book 10606, page 20
63	7879	3039 Taylor Blvd	Louisville	KY	Open	L/C	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$20,000,000.00, Book 10606, page 8
64	7880	1054 Barrett Road	Louisville	KY	Open	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$11,081,000.00, book 10510, page 269
65	7881	11401 Westport Road	Louisville	KY	Closed	Lease	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$5,000,000.00, Book 10400, page 519
66	7887	480 East By-pass	Richmond	KY	Closed	L/C	Bulk Petroleum Kentucky Properties, LLC	Great Wisconsin Credit Union, \$15,000,000.00, Book 1161, page 761

EXHIBIT 1

EXHIBIT 1

EXHIBIT B

Land Contract Detail (Bachan Singh Purchase)

<i>Station #</i>	<i>Mortgagee</i>	<i>Street Address of Station</i>	<i>City</i>	<i>State</i>	<i>Land Contract Price</i>	<i>L/C Signed</i>	<i>L/C Maturity Date</i>	<i>Vendee</i>
1150	Amcore	1940 First Street West	Milan	IL	\$525,000	8/1/2008	7/31/2038	Yasoda, Inc.
2149	Amcore	801 West Old Ridge Road	Hobart	IN	\$850,000	12/4/2007	12/4/2022	Sarwinder Singh; Lakhwinder Singh; Balvinder Singh
2710	Amcore	3101 National Road	Columbus	IN	\$1,050,000	3/15/2008	1/31/2023	Gagandeep Singh
2723	Amcore	2905 Broadway Ave.	Evansville	IN	\$909,167	10/5/2007	10/31/2027	KMT, Inc. (Nima Tashi & Mingmar Sherpa)
2729	Amcore	704 Main Street	Hope	IN	\$700,000	1/31/2008	1/31/2023	Ranjit Singh; Jagjit Singh
2758	Amcore	23 Main Street	Rossville	IN	\$950,000	10/26/2007	9/1/2022	N.G. Fuel; Sukhminder S. Pandher; Sukhdev Singh Samra
3690	Amcore	1355 North Eaton Road	Albion	MI	unknown	N/A	unknown	do not have copy
2742	BLS	2620 Lincoln Blvd	Marion	IN	\$400,000	6/25/2007	8/1/2022	Karamjeet Singh Mann
6347	BLS	1467 West Lexington Street	Winchester	KY	\$925,000	3/1/2008	1/31/2033	B Kwik Food Mart, Inc.
7718	BLS	11700 N Hwy 31	Edinburgh	IN	unknown	unknown	unknown	do not have copy
7742	BLS	605 Schenkel Lane	Frankfort	KY	\$875,000	12/31/2006	unknown	Baldev Singh
7744	BLS	1213 Bridge Street	Paducah	KY	\$1,050,000	12/31/2006	Not Stated	Star Fuels, LLC (Amarpreet Singh)
7854	BLS	6600 West Hwy 22	Crestwood	KY	\$350,000	3/1/2008	1/31/2028	Shalimar Investments, LLC
7879	BLS	3039 Taylor Blvd	Louisville	KY	\$450,000	3/1/2008	1/31/2028	Shalimar Investments, LLC
7879A	BLS	951 Central Avenue	Louisville	KY	with 7879	1/31/2008	1/31/2028	Shalimar Investments, LLC
7887	BLS	480 East By-pass	Richmond	KY	\$390,000	2/15/2008	1/15/2023	CSD Petroleum, LLC

Lease Detail (Bachan Singh Purchase)

Station No.	Address	City	State	Lessee	Begin	End	Rent
2610	453 South Main Street	Clinton	IN	Sara Mini Mart, Inc.	10/10/2006	10/9/2011	\$ 1,750.00
2703	2504 W. 16th Street	Bedford	IN	Hari Om Four, Inc.	11/23/2004	11/22/2014	None
2720	715 North Weinbach	Evansville	IN	Sohan Gill; Manjit Singh	11/23/2004	11/23/2009	None
2768	US 50 & 421 Versailles Lane	Versailles	IN	Qurban Singh	verbal	monthly	None
3635	4088 Lake Michigan Dr	Grand Rapids	MI	Shobha Ishaq	verbal	monthly	None
3638	3214 28th Street SE	Grand Rapids	MI	Kamal Singh	verbal	monthly	None
5520	1900 Summer St.	Burlington	IA	Dev Bastola	12/19/2005	12/18/2010	\$ 1,500.00
5525	101 E. Mt. Pleasant	W. Burlington	IA	Dev Bastola	verbal	monthly	None
5572	515 Broadway	Waterloo	IA	PK & P, Inc.	5/1/2007	3/30/2012	None
5573	1800 SE 14th	Des Moines	IA	Kuhlwinder Singh	verbal	monthly	None
5574	4800 Fleur Dr.	Des Moines	IA	Ruan, Inc.	unknown	12/1/2010	\$ 1,027.00
5596	3804 Hubbel Ave	Des Moines	IA	Jasjit Nat Singh	verbal	monthly	None
6308	790 East New Circle Road	Lexington	KY	Kanu Patel	verbal	monthly	None
5510	303 E. Platt	Maquoketa	IA	John Wagner	verbal	monthly	None
6301	354 W. Cumberland Gap Pkwy	Corbin	KY	Vipan Dutta	12/23/2005	12/22/2010	None
6312	801 East Main Street	Lexington	KY	Kanu Patel	verbal	monthly	None
6320	4406 Taylor Blvd	Louisville	KY	Kamco Oil Company, Inc.	11/23/2004	11/23/2012	None
6323	401 Winkler Avenue	Louisville	KY	Kamco Oil Company, Inc.	11/23/2004	11/23/2012	None
6325	2708 Dixie Hwy	Louisville	KY	Kamco Oil Company, Inc.	11/23/2004	11/23/2012	None
6330	4213 Bardstown Road	Louisville	KY	Kamco Oil Company, Inc.	11/23/2004	11/23/2012	None
6343	6102 Bardstown Road	Louisville	KY	Kamco Mart, LLC	11/23/2004	11/23/2012	None
6356	531 Southland Drive	Lexington	KY	Lalita Patel	verbal	monthly	None
7863	10104 Taylorsville Road	Jeffersontown	KY	Wilmer L. Carter	verbal	monthly	None
7865	405 Waller Avenue	Lexington	KY	Lalita Patel	verbal	monthly	None
7880	1054 Barret Avenue	Louisville	KY	Manoj Kumar Uppal	verbal	monthly	None
7881	11401 Westport Road	Louisville	KY	ZAD, LLC	expired	-	-

EXHIBIT 2

Certificate of Service

The undersigned certifies that on February 24, 2010 he filed the preceding pleadings via the Court's ECF electronic filing system, and upon belief, the same were served on interested parties in this case. A copy was also sent, as detailed below, to the following parties via U.S. Mail or as otherwise indicated, who may have an interest in the matter:

Entity/Individual	Relationship/Claim	Amount, if known
Bachan Singh c/o Atty. Thomas Shannon Fox, O'Neill & Shannon SC 622 N Water St # 500 Milwaukee, WI 53202-4910	Purchaser under § 363	N/A
Station 1150		
Unknown Occupant, at 1940 W. First St. Milan, IL 61264	Potential possessory interest	N/A
Tegh, Inc. (Narinder Multani) 2957 Church St. Bettendorf, IA	Potential Lessee	N/A
National City Bank Via ECF notification	Assignment of Rents dated November 26, 1999, recorded December 13, 1999 by Moco Realty, Co.	N/A
American National Bank & Trust Company 628 Main St. Danville, VA 24541	August 25, 1989 Mortgage filed on August 28, 1989 against CFM Franchising Company	\$35,000,000
Independent Oil Corp. P.O. Box 259 Milan, IL 61264	June 22, 2000 Mortgage filed on June 26, 2000 against Darco, Inc.	\$Unknown
Mutual Bank Via ECF notification	February 9, 2009 Mortgage filed on June 16, 2009 against Jaspal's Illinois Seven, LLC	\$6,000,000
Mutual Bank Via ECF notification	Assignment of Rents dated February 9, 2009, recorded June 16, 2009 by Jaspal's Illinois Seven, LLC	N/A
Rock Island County Treasurer 1504 3 rd Avenue Rock Island, IL 61201-8612	Unpaid Taxes	\$Unknown

EXHIBIT 2

Dairy Mart Liquidating Trust c/o Wayne R. Walker, Esq. Walker Nell Consultants, Inc. 1515 Market Street Suite 820 Philadelphia, PA 19102	Parent Company of Convenient Industries of America, which holds potential leasehold rights, recorded March 30, 1977	
Station 2149		
Unknown Occupant, at 801 W Ridge Rd Hobart, IN 46342	Potential possessory interest	N/A
Satwinder Singh Lakhwinder Singh Balvinder Singh 801 W Ridge Rd Hobart, IN 46342	Land Contract Vendee	\$Unknown
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 13, 2004 against Dhaliwal's Indiana Bulk Stations Two, Inc.	\$31,188,223.11
Mutual Bank via ECF notification	February 9, 2009 Mortgage filed on May 29, 2009 against Dhaliwal's Indiana Bulk Stations Two, Inc.	\$6,000,000
Mutual Bank via ECF notification	Assignment of Rents dated February 9, 2009, recorded May 29, 2009 by Dhaliwal's Indiana Bulk Stations Two, Inc.	N/A
Lake County Treasurer 2293 N. Main Street Building 'A', 2nd Floor Crown Point, IN 46307	Taxes	\$Unknown
Boyd Construction Company 450 South Ohio Street Hobart, IN 46342-4399	November 7, 2002 Judgment	\$Unknown
Station 2605		
Unknown Occupant, at 7200 E Melton Rd Gary, IN 46403	Potential possessory interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 13, 2004 against Rakhra Iowa E-Z-GO Stations Three, Inc.	\$31,188,223.11

EXHIBIT 2

Lake County Treasurer 2293 North Main Street Crown Point, IN 46307-1854	Unpaid Taxes	\$Unknown
Indiana Department of Environmental Management Attention: Bankruptcy Coordinator 100 N. Senate Ave. Mail Code 60-01 Indianapolis, IN 46204-2251	Environmental Cleanup	\$504,000
Station 2610		
Unknown Occupant, at 453 South Main St. Clinton, IN 47842-2415	Potential possessory interest	N/A
Sara Mini Mart, Inc. Dev Parasad Bastola 3120 Summer Tree Ave. Bettendorf, IA 52722	Potential Lessee	N/A
Amcore Bank, N.A. via ECF notification	April 20, 2007 Mortgage filed May 9, 2007 against Bulk Petroleum Indiana Properties, LLC	\$6,500,000
Vermillion County Treasurer PO Box 99 Newport, IN 47966-0099	Unpaid Taxes	\$unknown
Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,857,787.99
Station 2703		
Hari Om Four, Inc. Kanu Patel 1864 Mannheim Rd. Des Plaines, IL 60013	Lessee	N/A
Amcore Bank, N.A. via ECF notification	June 24, 2005 Mortgage filed on July 25, 2005 against Bulk Petroleum Indiana Properties, LLC	\$31,188,223.11
Lawrence County Treasurer 916 15 th St. Room 27 Bedford, IN 47421	Unpaid Taxes	\$15,545.40
Indiana Department of Environmental Management Attention: Bankruptcy Coordinator 100 N. Senate Ave.	Environmental Cleanup	\$250,000

EXHIBIT 2

Mail Code 60-01 Indianapolis, IN 46204-2251		
Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,737,596.10
Station 2710		
Unknown Occupant, at 3101 National Rd Columbus, IN 47201	Potential possessory interest	N/A
Gagandeep Singh 3101 National Rd Columbus, IN 47201	Land Contract Vendee	N/A
Amcore Bank, N.A. via ECF notification	October 25, 2006 Mortgage filed on November 20, 2006 against Bulk Petroleum Indiana Properties, LLC	\$6,500,000
Bartholomew County Treasurer P.O. Box 1986 Columbus, IN 47202-1986	Unpaid Taxes	\$15,545.40
Indiana Department of Environmental Management Attention: Bankruptcy Coordinator 100 N. Senate Ave. Mail Code 60-01 Indianapolis, IN 46204-2251	Environmental Cleanup	\$250,000
Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,662,367.82
Indiana Farm Bureau Insurance P.O. Box 1250 Indianapolis, IN 46206-1250	January 26, 2009 Judgment	\$519.69
Station 2715		
Unknown Occupant, at 1020 Indiana Highway 62 Corydon, IN 47112	Potential possessory interest	N/A
Kiel Bros. Oil Company, Inc. 3801 Tupelo Drive Columbus, IN 47201-7293	Potential Lessee	N/A
Amcore Bank, N.A. via ECF notification	October 25, 2006 Mortgage filed on November 20, 2006 against	\$6,500,000

EXHIBIT 2

	Bulk Petroleum Indiana Properties, LLC	
National City Bank Via ECF notification	February 5, 2004 Mortgage filed on February 6, 2004 against Kiel Bros. Oil Company, Inc.	\$30,000,000
National City Bank Via ECF notification	February 2, 2004 Mortgage, Security Agreement and Absolute Assignment of Rents & Leases recorded on February 4, 2004 against K.P. Oil, Inc.	\$30,000,000
Theodore C. Kiel Marshall L. Kiel Kathy S. Lubker Hostetler & Kowalik PC Gary L. Hostetler 101 West Ohio Street; Suite 1100 Indianapolis, IN 46204	October 15, 2003 Mortgage filed on October 29, 2003 against Kiel Bros. Oil Company, Inc.	\$Unknown
Home Federal Savings Bank 501 Washington St. P.O. Box 408 Columbus, IN 47202-0408	January 12, 2001 Mortgage filed on January 29, 2001 against K.P. Oil, Inc.	\$15,000,000
Home Federal Savings Bank 501 Washington St. P.O. Box 408 Columbus, IN 47202-0408	Assignment of Rents and Leases from K.P. Oil, Inc. dated January 12, 2001 and recorded January 29, 2001.	\$Unknown
Harrison County Treasurer 300 N Capital Ave, Room 201 Corydon, IN 47112-1147	Unpaid Taxes	\$Unknown
Indiana Department of Environmental Management Attention: Bankruptcy Coordinator 100 N. Senate Ave. Mail Code 60-01 Indianapolis, IN 46204-2251	Environmental Cleanup	\$250,000
Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,663,226.15
Station 2720		

EXHIBIT 2

Unknown Occupant, at 715 N. Weinbach Evansville, IN 47711	Potential possessory interest	N/A
Sohan Gill Manjit Singh 4007 E. 59 th Street Davenport, IA 52807	Potential Lessee/Land Contract Vendee	N/A
Amcore Bank, N.A. via ECF notification	April 20, 2007 Mortgage filed on May 9, 2007 against Bulk Petroleum Indiana Properties, LLC	\$6,500,000
Debalor, LLC c/o Maria S. Lazar Galanis, Pollack, Jacobs & Johnson, SC 839 N. Jefferson St, Suite 200 Milwaukee, WI 53202	Judgment rendered June 23, 2008	\$84,990.05
Debalor, LLC c/o Maria S. Lazar Galanis, Pollack, Jacobs & Johnson, SC 839 N. Jefferson St, Suite 200 Milwaukee, WI 53202	Judgment rendered October 10, 2008	\$53,051.68
Vanderburgh County Treasurer Room 210 Civic Center 1 N.W. Martin Luther King Jr. Blvd., Evansville, IN 47708-1832	Unpaid Taxes	\$1,680.74
Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,663,583.09
Station 2723		
Unknown Occupant, at 2905 Broadway Ave Evansville, IN 47712	Potential possessory interest	N/A
KMT Inc. 2905 Broadway Ave Evansville, IN 47712	Potential Land Contract Vendee	N/A
Amcore Bank, N.A. via ECF notification	October 25, 2006 Mortgage filed on November 27, 2006 against Bulk Petroleum Indiana Properties, LLC	\$6,500,000

EXHIBIT 2

Debalor, LLC c/o Maria S. Lazar Galanis, Pollack, Jacobs & Johnson, SC 839 N. Jefferson St, Suite 200 Milwaukee, WI 53202	Judgment rendered June 23, 2008	\$84,990.05
Debalor, LLC c/o Maria S. Lazar Galanis, Pollack, Jacobs & Johnson, SC 839 N. Jefferson St, Suite 200 Milwaukee, WI 53202	Judgment rendered October 10, 2008	\$53,051.68
Vanderburgh County Treasurer Room 210 Civic Center 1 N.W. Martin Luther King Jr. Blvd., Evansville, IN 47708-1832	Unpaid Taxes	\$unknown
Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,663,583.09
Station 2729		
Unknown Occupant, at 704 Main St. Hope, IN 47246	Potential possessory interest	N/A
Baldev Singh 10226 Arizona St. Plain Field, IN 46168	Potential Lessee interest	N/A
Amcore Bank, N.A. via ECF notification	June 24, 2005 Mortgage filed on August 22, 2005 against Bulk Petroleum Indiana Properties, LLC	\$31,188,223.11
Indiana Farm Bureau Insurance P.O. Box 1250 Indianapolis, IN 46206-1250	Judgment against Bulk Petroleum Indiana Properties, LLC	\$518.69
Bartholomew County Treasurer P.O. Box 1986 Columbus, IN 47202-1986	Unpaid Taxes/Storm water Management Charge	\$Unknown
Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,662,367.82
Indiana Department of Environmental Management Attention: Bankruptcy Coordinator	Environmental Cleanup	\$250,000

EXHIBIT 2

100 N. Senate Ave. Mail Code 60-01 Indianapolis, IN 46204-2251		
Station 2744		
Unknown Occupant, at 729 SR 39 Bypass Martinsville, IN 46151	Potential possessory interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Bulk Petroleum Indiana Properties, LLC	\$31,188,223.11
Morgan County Treasurer 180 South Main Street Martinsville, IN 46151-1983	Unpaid Taxes	\$Unknown
Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,662,335.23
Indiana Department of Environmental Management Attention: Bankruptcy Coordinator 100 N. Senate Ave. Mail Code 60-01 Indianapolis, IN 46204-2251	Environmental Cleanup	\$250,000
Station 2758		
Unknown Occupant, at 23 E Main St. Rossville, IN 46065	Potential possessory interest	N/A
Sukhminder S. Pandher & Sukhdev Singh Samra 23 E Main St. Rossville, IN 46065	Potential Land Contract interest	N/A
Sukhminder Pandher 14619 Inspiration Ct. Louisville. KY 40245	Potential Lessee interest	N/A
Amcore Bank, N.A. via ECF notification	Mortgage filed on July 21, 2005 against Bulk Petroleum Indiana Properties, LLC	\$31,188,223.11
Clinton County Treasurer 220 Courthouse Square Frankfort, IN 46041-1994	Unpaid Taxes	\$Unknown

EXHIBIT 2

Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,998,229.58
Indiana Department of Environmental Management Attention: Bankruptcy Coordinator 100 N. Senate Ave. Mail Code 60-01 Indianapolis, IN 46204-2251	Environmental Cleanup	\$500,000
Station 2768		
Unknown Occupant, at 192 E. Highway 50 Versilles, IN 47042	Potential possessory interest	N/A
Vigasvir Singh Sidhu 1465 Sheridan Rd. Unit #13B Kenosha, WI 53140	Potential Lessee interest	N/A
Amcore Bank, N.A. via ECF notification	October 25, 2006 Mortgage filed on November 20, 2006 against Bulk Petroleum Indiana Properties, LLC	\$6,500,000
Robert E & Donna Jo Lafary C/O Michael J Hensley 307 Jefferson St Madison, In 47250	August 1, 1991 Mortgage filed on August 1, 1991 against Kiel Oil Company, Inc. Address based on best information available.	\$95,200.00
National City Bank of Indiana Via ECF notification	February 2, 2004 Mortgage filed on February 10, 2004 against KP Oil, Inc.	\$30,000
Ripley County Treasurer 115 N Main St PO Box 176 Versailles, IN 47042	Unpaid Taxes	\$unknown
Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,665,807.27
Storey Corporation PO Box 236 Seymour, IN 47274	Lease on real estate/Property taxes on Lease	\$3,662.63

EXHIBIT 2

Indiana Department of Environmental Management Attention: Bankruptcy Coordinator 100 N. Senate Ave. Mail Code 60-01 Indianapolis, IN 46204-2251	Environmental Cleanup	\$250,000
Station 2774		
Unknown Occupant, at 3542 E. 500 N Whiteland, IN 46184	Potential possessory interest	N/A
MJTF, Inc. 3542 E. 500 N Whiteland, IN 46184	Potential Lessee interest	N/A
Amcore Bank, N.A. via ECF notification	June 24, 2005 Mortgage filed on July 25, 2005 against Bulk Petroleum Indiana Properties, LLC	\$31,188,223.11
Johnson County Treasurer 86 West Court Street Franklin, IN 46131-2304	Unpaid Taxes	\$Unknown
Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,667,630.77
Indiana Department of Environmental Management Attention: Bankruptcy Coordinator 100 N. Senate Ave. Mail Code 60-01 Indianapolis, IN 46204-2251	Environmental Cleanup	\$50,000
MacAllister Machinery Co., Inc c/o Thomas W. Blessing, Esq. Schuckit & Associates, P.C. 10 West Market St. Suite 3000 Indianapolis, IN 46204	Mechanics Lien recorded July 24, 2008	\$2,189.76
Station 2785		
Unknown Occupant, at 430 Eastern Blvd Clarksville, IN 47129	Potential possessory interest	N/A
Amcore Bank, N.A. via ECF notification	April 20, 2006 Mortgage against Bulk Petroleum Indiana Properties, LLC	\$6,500,000

EXHIBIT 2

Ripley County Treasurer 115 N Main St PO Box 176 Versailles, IN 47042	Unpaid Taxes	\$unknown
Clarksville Wastewater 2000 Broadway, Suite 136 Clarksville, IN 47129	Sewer Lien	\$1,087.02
Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,786,664.03
Indiana Department of Environmental Management Attention: Bankruptcy Coordinator 100 N. Senate Ave. Mail Code 60-01 Indianapolis, IN 46204-2251	Environmental Cleanup	\$500,000
Station 3635		
Unknown Occupant, at 4088 Lake Michigan Dr Grand Rapids, MI 49534	Potential possessory interest	N/A
Shobha Ishaq 422 Cedar Bridge Dr. #2B Grand Rapids, MI 49544	Potential lessee interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Dhaliwal's Michigan Bulk Stations Two, Inc., and Interstate Petroleum Products	\$31,188,223.11
Mutual Bank Via ECF notification	September 29, 2008 Mortgage filed on December 1, 2008 against Dhaliwal's Michigan Bulk Stations Two, Inc.	\$6,000,000
Mutual Bank Via ECF notification	Assignment of lease and rents from Dhaliwal's Michigan Bulk Stations Two, Inc. dated September 29, 2008 and filed on December 1, 2008	N/A
Kent County Treasurer 300 Monroe Avenue Northwest Grand Rapids, MI 49503-2287	Unpaid Taxes	\$Unknown

EXHIBIT 2

Station 3638		
Unknown Occupant, at 3214 28 th St. SE Grand Rapids, MI 49512	Potential possessory interest	N/A
Swaran Singh 3214 28th Street Southeast, Kentwood, MI 49512	Potential lessee interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 6, 2004 against Dhaliwal's Michigan Bulk Stations Two, Inc., and Interstate Petroleum Products	\$31,188,223.11
Mutual Bank Via ECF notification	September 29, 2008 Mortgage filed on December 1, 2008 against Interstate Petroleum Products, Inc.	\$6,000,000
Mutual Bank Via ECF notification	Assignment of lease and rents from Interstate Petroleum Products, Inc. dated September 29, 2008 and filed on December 1, 2008	N/A
Kent County Treasurer 300 Monroe Avenue Northwest Grand Rapids, MI 49503-2287	Unpaid Taxes	\$Unknown
City of Kentwood Treasurer P.O. Box 8848 Kentwood, MI 49518-8848	Unpaid Taxes	\$Unknown
City of Grand Rapids Treasurer 300 Monroe Avenue NW Grand Rapids, MI 49503-2206	Unpaid Taxes	\$Unknown
Station 3645		
Unknown Occupant, at 5200 South Division SE Kentwood, MI 49548	Potential possessory interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 6, 2004 against Dhaliwal's Michigan Bulk Stations Two, Inc., and Interstate Petroleum Products	\$31,188,223.11

EXHIBIT 2

Kent County Treasurer 300 Monroe Avenue Northwest Grand Rapids, MI 49503-2287	Unpaid Taxes	\$Unknown
City of Kentwood Treasurer P.O. Box 8848 Kentwood, MI 49518-8848	Unpaid Taxes	\$Unknown
Station 3655		
Unknown Occupant, at 1980 44 th St. SE Kentwood, MI 49508	Potential possessory interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 6, 2004 against Dhaliwal's Michigan Bulk Stations Two, Inc., and Interstate Petroleum Products	\$31,188,223.11
Mutual Bank Via ECF notification	September 29, 2008 Mortgage filed on December 1, 2008 against Interstate Petroleum Products, Inc.	\$6,000,000
Mutual Bank Via ECF notification	Assignment of lease and rents from Interstate Petroleum Products, Inc. dated September 29, 2008 and filed on December 1, 2008	N/A
Kent County Treasurer 300 Monroe Avenue Northwest Grand Rapids, MI 49503-2287	Unpaid Taxes	\$Unknown
City of Kentwood Treasurer P.O. Box 8848 Kentwood, MI 49518-8848	Unpaid Taxes	\$Unknown
Station 3657		
Unknown Occupant, at 1045 Chicago Dr. SW Wyoming, MI 49509	Potential possessory interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 6, 2004 against Dhaliwal's Michigan Bulk Stations Two, Inc., and Interstate Petroleum Products	\$31,188,223.11

EXHIBIT 2

Mutual Bank Via ECF notification	September 29, 2008 Mortgage filed on December 1, 2008 against Interstate Petroleum Products, Inc.	\$6,000,000
Mutual Bank Via ECF notification	Assignment of lease and rents from Interstate Petroleum Products, Inc. dated September 29, 2008 and filed on December 1, 2008	N/A
Kent County Treasurer 300 Monroe Avenue Northwest Grand Rapids, MI 49503-2287	Unpaid Taxes	\$Unknown
City of Wyoming Treasurer 1155 28th Street SW P.O. Box 905 Wyoming, MI 49509	Unpaid Taxes	\$Unknown
Artemis Environmental Inc. 417 Elliot Ave PO Box 311 Grand Haven, MI 49417-0311	Service Performed	\$2,896.13
Station 3659		
Unknown Occupant, at 2354 Clyde Park Ave, SW Grand Rapids, MI 49503	Potential possessory interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 6, 2004 against Dhaliwal's Michigan Bulk Stations Two, Inc., and Interstate Petroleum Products	\$31,188,223.11
Mutual Bank Via ECF notification	September 29, 2008 Mortgage filed on December 1, 2008 against Interstate Petroleum Products, Inc.	\$6,000,000
Mutual Bank Via ECF notification	Assignment of lease and rents from Interstate Petroleum Products, Inc. dated September 29, 2008 and filed on December 1, 2008	N/A

EXHIBIT 2

Kent County Treasurer 300 Monroe Avenue Northwest Grand Rapids, MI 49503-2287	Unpaid Taxes	\$Unknown
City of Kentwood Treasurer P.O. Box 8848 Kentwood, MI 49518-8848	Unpaid Taxes	\$Unknown
Station 3690		
Unknown Occupant, at 1355 N. Eaton St. Albion, MI 49224	Potential possessory interest	N/A
WDS Ventures 1620 South Kalamazoo Marshall, MI 49068	Potential Lessee interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 10, 2004 against Rakhra Iowa E-Z- Go Stations Three, Inc.	\$31,188,223.11
Calhoun County Treasurer County Building 315 W Green St Marshall, MI 49068	Unpaid Taxes	\$Unknown
Station 5505		
Unknown Occupant, at 326 Lincoln Way Ames, IA 50010-3318	Potential possessory interest	N/A
Balwinder Singh Gurnam S Gill 326 Lincoln Way Ames, IA 50010-3318	Potential Lessee interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Darshan's Iowa Properties Four, LLC	\$31,188,223.11
Story County Treasurer 900 6th Street Nevada, IA 50201-2056	Unpaid Taxes	\$Unknown
Station 5520		
Unknown Occupant, at 1900 Summer St. Burlington, IA 52601-1460	Potential possessory interest	N/A
Jangbir Thakur 531 NE Malibu Dr. Lee's Summit, MO 64064	Potential Lessee interest	N/A

EXHIBIT 2

Mohan P. Paudel/Dev Parsad Bastola 521 Perry Street #109 Davenport, IA 52803	Potential Lessee interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Dhaliwal Iowa Properties Five, LLC	\$31,188,223.11
Mutual Bank Via ECF notification	February 9, 2009 Mortgage filed on May 11, 2009 against Dhaliwal Iowa Properties Five, LLC	\$6,000,000
Mutual Bank Via ECF notification	Assignment of rents dated February 9, 2009, recorded May 11, 2009 from Dhaliwal Iowa Properties Five, LLC	N/A
Des Moines County Treasurer Des Moines County Courthouse First Floor - South 513 North Main Street Burlington, Iowa 52601	Unpaid Taxes	\$Unknown
Station 5525		
Unknown Occupant, at 101 E. Mt. Pleasant W. Burlington, IA 52655-1232	Potential possessory interest	N/A
R&R Food Center Raj Kumar Batish 1209 Chateau Knoll Bettendorf, IA 52722	Potential Lessee interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Dhaliwal Iowa Properties Five, LLC	\$31,188,223.11
Mutual Bank Via ECF notification	February 9, 2009 Mortgage filed on May 11, 2009 against Dhaliwal Iowa Properties Five, LLC	\$6,000,000
Mutual Bank Via ECF notification	Assignment of rents dated February 9, 2009, recorded May 11, 2009 from Dhaliwal Iowa Properties Five, LLC	N/A

EXHIBIT 2

Des Moines County Treasurer Des Moines County Courthouse First Floor - South 513 North Main Street Burlington, Iowa 52601	Unpaid Taxes	\$Unknown
Station 5536		
Unknown Occupant, at 3732 Easton Blvd. Des Moines, IA 50317	Potential possessory interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Rakhra Iowa E-Z-Go Stations Three, Inc., Darshan's Iowa Stations One, Inc., & Dhaliwal's Iowa Bulk Stations Two, Inc.	\$31,188,223.11
Polk County Treasurer 111 Court Avenue Des Moines, IA 50309-2298	Unpaid Taxes	\$Unknown
MidAmerican Energy Co PO Box 4350 Credit Davenport, IA 52808	Gas and electric utility	\$303.01
Station 5537		
Unknown Occupant, at 1105 Lincoln St. Bondurant, IA 50035	Potential possessory interest	N/A
Kiran Lata Virk 210 Cedar Ave. Morton, IL 61550	Potential lessee interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Rakhra Iowa E-Z-Go Stations Three, Inc., Darshan's Iowa Stations One, Inc., & Dhaliwal's Iowa Bulk Stations Two, Inc.	\$31,188,223.11
Polk County Treasurer 111 Court Avenue Des Moines, IA 50309-2298	Unpaid Taxes	\$Unknown
MidAmerican Energy Co PO Box 4350 Credit Davenport, IA 52808	Gas and Electric Utility	\$Unknown

EXHIBIT 2

Station 5539		
Unknown Occupant, at 1220 N. Cody Rd. LeClaire, IA 52753	Potential possessory interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Dhaliwal Iowa Properties Five, LLC	\$31,188,223.11
Scott County Treasurer 600 West 4th Street Davenport, IA 52801-1003	Unpaid Taxes	\$Unknown
Tankology, Inc. PO Box 201567 Austin, TX 78720-1567	Services Performed	\$507.60
Diwan LLC c/o Atty. Burton H. Fagan 2535 Tech Dr. Suite #206 Bettendorf, IA 52722	Contracts	\$Unknown
Station 5550		
Unknown Occupant, at 4163 Hwy 63 Malcom, IA 50157	Potential possessory interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Rakhra Iowa E-Z-GO Stations Three, Inc.	\$31,188,223.11
Poweshiek County Treasurer 302 West Main Street Montezuma, IA 50171-1107	Unpaid Taxes	\$Unknown
Tanknology Inc. PO Box 201567 Austin, TX 78720-1567	Services Performed	\$507.60
Station 5571		
Unknown Occupant, at 1443 Second Ave. Des Moines, IA 50314-3404	Potential possessory interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Rakhra Iowa E-Z-Go Stations Three, Inc., Darshan's Iowa Stations One, Inc., & Dhaliwal's Iowa Bulk Stations Two,	\$31,188,223.11

EXHIBIT 2

	Inc.	
Polk County Treasurer 111 Court Avenue Des Moines, IA 50309-2298	Unpaid Taxes	\$Unknown
Station 5572		
Unknown Occupant, at 515 Broadway Waterloo, IA 50703-5807	Potential possessory interest	N/A
PK & P, Inc Shahbaz Ahmed 1224 Olesen Rd. #3 Waterloo, IA 50702	Potential lessee interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Dhaliwal's Iowa Bulk Stations Two, Inc.	\$31,188,223.11
Black Hawk County Treasurer 316 East 5th Street Waterloo, IA 50703-4712	Unpaid Taxes	\$Unknown
Station 5573		
Unknown Occupant, at 1800 SE 14 th Des Moines, IA 50320-1013	Potential possessory interest	N/A
Kulwinder Singh 8405 Alice Ave. #2 Clive, IA 50325	Potential Lessee interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Rakhra Iowa E-Z-Go Stations Three, Inc., Darshan's Iowa Stations One, Inc., & Dhaliwal's Iowa Bulk Stations Two, Inc.	\$31,188,223.11
Polk County Treasurer 111 Court Avenue Des Moines, IA 50309-2298	Unpaid Taxes	\$Unknown
Station 5574		
Unknown Occupant, at 4800 Fleur Dr. Des Moines, IA 50321	Potential possessory interest	N/A

EXHIBIT 2

Ruan Properties 3200 Ruan Center 666 Grand Ave. Des Moines, IA 50309	Potential Lessee interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Rakhra Iowa E-Z-Go Stations Three, Inc., Darshan's Iowa Stations One, Inc., & Dhaliwal's Iowa Bulk Stations Two, Inc.	\$31,188,223.11
Polk County Treasurer 111 Court Avenue Des Moines, IA 50309-2298	Unpaid Taxes	\$Unknown
Station 5589		
Unknown Occupant, at 1001 A Ave West Oskaloosa, IA 52577	Potential possessory interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Rakhra Iowa E-Z-Go Stations Three, Inc.	\$31,188,223.11
Mahaska County Treasurer 106 South 1st Street Oskaloosa, IA 52577-3143	Unpaid Taxes	\$Unknown
Station 5596		
Unknown Occupant, at 3804 Hubbel Ave. Des Moines, IA 50317	Potential possessory interest	N/A
Jasjit Singh Nat 6914 W. Mill Road Milwaukee, WI 53218	Potential Lessee interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Rakhra Iowa E-Z-Go Stations Three, Inc., Darshan's Iowa Stations One, Inc., & Dhaliwal's Iowa Bulk Stations Two, Inc.	\$31,188,223.11

EXHIBIT 2

Polk County Treasurer 111 Court Avenue Des Moines, IA 50309-2298	Unpaid Taxes	\$Unknown
Station 5597		
Unknown Occupant, at 4028 NE 14 th St. Des Moines, IA 50313	Potential possessory interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on December 2, 2004 against Rakhra Iowa E-Z-Go Stations Three, Inc., Darshan's Iowa Stations One, Inc., & Dhaliwal's Iowa Bulk Stations Two, Inc.	\$31,188,223.11
Polk County Treasurer 111 Court Avenue Des Moines, IA 50309-2298	Unpaid Taxes	\$Unknown
Station 6308		
Unknown Occupant, at 790 East New Circle Rd. Lexington, KY 40505	Potential possessory interest	N/A
Shiv Dev Inc. Three Shailesh I Patel 1864 Mannheim Rd. Des Plaines, IL 60013	Potential leasehold interest	N/A
Amcore Bank, N.A. via ECF notification	April 20, 2007 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$6,500,000
Lexington/Fayette Urban County Government Division of Revenue Room 206 200 E Main St Lexington, KY 40507	Unpaid Taxes	\$unknown
Station 7848		
Unknown Occupant, at 1702 Allison Lane Jeffersonville, IN 47130-5807	Potential possessory interest	N/A
Amcore Bank, N.A. via ECF notification	April 20, 2007 Mortgage against Bulk Petroleum Indiana Properties, LLC	\$6,500,000
National City Bank Via ECF notification	August 24, 2001 Mortgage against KP Oil, Inc.	\$18,000,000

EXHIBIT 2

Clark County Treasurer 501 E Court Ave. Rm 125 Jeffersonville, IN 47130-4084	Unpaid Taxes	\$unknown
Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,443,446.65
Indiana Department of Environmental Management Attention: Bankruptcy Coordinator 100 N. Senate Ave. Mail Code 60-01 Indianapolis, IN 46204-2251	Environmental Cleanup	\$500,000
Station 8814		
Unknown Occupant, at 9449 Blue Ridge Raytown, MO 64138	Potential possessory interest	N/A
Jangbir Thakur 531 NE Malibu Dr. Lee's Summit, MO 64064	Potential Lessee interest	N/A
Amcore Bank, N.A. via ECF notification	November 18, 2004 Mortgage filed on January 12, 2005 against Darshan's Missouri Stations One, Inc.	\$31,188,223.11
Missouri Gas Energy PO Box 219255 Kansas City, MO 64121-9255	Utilities	\$146.75
Kansas City Treasurer City Hall, First Floor 414 E. 12th St. Kansas City, MO 64106	Unpaid Taxes	\$Unknown
Station 2742		
Unknown Occupant, at 2620 Lincoln Blvd. Marion, IN 46953	Potential possessory interest	N/A
Karamjeet Singh Mann 2620 Lincoln Blvd. Marion, IN 46953	Potential Land Contract Vendee	N/A
BLS via ECF notification	November 15, 2006 Mortgage filed on December 11, 2006 against Bulk Petroleum Indiana Properties, LLC	\$unknown

EXHIBIT 2

BLS via ECF notification	Assignment of Leases and Rents dated November 15, 2006 and filed on December 11, 2006 from Bulk Petroleum Indiana Properties, LLC	N/A
Grant County Treasurer 401 South Adams Street Marion, IN 46953-2099	Unpaid Taxes	\$1,463.52
Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,662,881.99
Indiana Department of Environmental Management Attention: Bankruptcy Coordinator 100 N. Senate Ave. Mail Code 60-01 Indianapolis, IN 46204-2251	Environmental Cleanup	\$250,000
Amcore Bank via ECF	Subordination Agreement Personal Property	
Station 5510		
Unknown Occupant 303 E. Platt Maquoketa, IA 52060	Potential possessory interest	N/A
John Wagener 23619 Hwy 64 Maquoketa, IA 52060	Potential Lessee Interest	N/A
BLS via ECF notification	November 15, 2006 Mortgage filed on November 27, 2006 against Dhaliwal Iowa Properties Five, LLC	\$9,881,000
BLS via ECF notification	Assignment of Leases and Rents dated November 15, 2006 and filed on November 27, 2006 from Dhaliwal Iowa Properties Five, LLC	N/A
Jackson County Treasurer 201 West Platt Street Maquoketa, IA 52060-2243	Unpaid Taxes	\$unknown
Tanknology Inc. PO Box 201567	Services Performed	\$507.60

EXHIBIT 2

Austin, TX 78720-1567		
Amcore Bank via ECF	Subordination Agreement Personal Property	
Station 6301		
Unknown Occupant 354 W. Cumberland Gap Pkwy Corbin, KY 40701	Potential possessory interest	
Vipan Dutta 354 W. Cumberland Gap Pkwy Corbin, KY 40701	Potential Lessee interest	
BLS via ECF notification	November 15, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	
BLS via ECF notification	Assignment of Leases and Rents dated November 15, 2006 from Bulk Petroleum Kentucky Properties, LLC	
Knox County Treasurer 111 N 7 th St Vincennes, IN 47591-2034	Unpaid Taxes	
Southern Tax Services, LLC 100 S Main St. Nicolasville, KY 40356	Sold tax bill	
Tankology, Inc. PO Box 201567 Austin, TX 78720-1567	Services Performed	
Amcore Bank via ECF	Subordination Agreement Personal Property	
6309		
Unknown Occupant 2399 Richmond Rd. Lexington, KY 40515	Potential possessory interest	
Sidnay, Inc. 2506 Ivy Oaks Ct. Louisville, KY 40245	Potential Lessee interest	
BLS via ECF notification	November 1, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	
BLS via ECF notification	Assignment of Leases and Rents dated November 1, 2006 from Bulk Petroleum	

EXHIBIT 2

	Kentucky Properties, LLC	
Lexington/Fayette Urban County Government Division of Revenue Room 206 200 E Main St Lexington, KY 40507	Unpaid Taxes	
Kentucky Tax Lien Fund, LLC P. O. Box 1002 London, KY 40743-1002	Sold tax bill	
Lexington-Fayette Urban County Government – Dept of Law PO Box 34028 Lexington, KY 40588-4028	Services Performed	
ATC Group Services Inc. Attn: Credit & Collection Dept. 600 W Cummings Park Suite 5500 Woburn, MA 01801	Services Performed	
Sidnay, Inc. c/o Jeffery D. Nordholm 1011 N Mayfair Rd #200 Wauwatosa, WI 53226	Contract	
Amcore Bank via ECF	Subordination Agreement Personal Property	
6312		
Unknown Occupant 801 E. Main St. Lexington, KY 40502	Potential possessory interest	N/A
Sidnay, Inc. 2506 Ivy Oaks Ct. Louisville, KY 40245	Potential Lessee interest	N/A
BLS via ECF notification	December 29, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$15,000,000
BLS via ECF notification	Assignment of Leases and Rents dated December 29, 2006 from Bulk Petroleum Kentucky Properties, LLC	N/A
Lexington/Fayette Urban County Government Division of Revenue Room 206 200 E Main St	Unpaid Taxes	\$unknown

EXHIBIT 2

Lexington, KY 40507		
Kentucky Tax Lien Fund, LLC P. O. Box 1002 London, KY 40743-1002	Sold tax bill	\$unknown
Sidnay, Inc. c/o Jeffery D. Nordholm 1011 N Mayfair Rd #200 Wauwatosa, WI 53226	Contract	N/A
Amcore Bank via ECF	Subordination Agreement Personal Property	
6320		
Unknown Occupant 4406 Taylor Blvd. Louisville, KY 40511	Potential possessory interest	N/A
Kamco Oil Company, Inc. 2506 Ivy Oaks Ct. Louisville, KY 40245	Potential Lessee interest	N/A
BLS via ECF notification	December 21, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$11,081,000
BLS via ECF notification	Assignment of Leases and Rents dated December 21, 2006 from Bulk Petroleum Kentucky Properties, LLC	N/A
Jefferson County Treasurer 527 West Jefferson Street Louisville, KY 40202-2816	Unpaid Taxes	\$unknown
The INA Group, LLC 1201 N. Street, Suite 102 Lincoln, NE 68506-0845	Sold tax bill	\$unknown
Kamco Oil Company, Inc. c/o Jeffery D. Nordholm 1011 N Mayfair Rd #200 Wauwatosa, WI 53226	Contract	N/A
Amcore Bank via ECF	Subordination Agreement Personal Property	
6321		
Unknown Occupant 2701 W. Broadway Louisville, KY 40211	Potential possessory interest	N/A

EXHIBIT 2

Kamco Oil Company, Inc. 2506 Ivy Oaks Ct. Louisville, KY 40245	Potential Lessee interest	N/A
BLS via ECF notification	November 15, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$9,881,000
BLS via ECF notification	Assignment of Leases and Rents dated November 15, 2006 from Bulk Petroleum Kentucky Properties, LLC	N/A
Jefferson County Treasurer 527 West Jefferson Street Louisville, KY 40202-2816	Unpaid Taxes	\$unknown
Southern Tax Services, LLC 100 S Main St. Nicolasville, KY 40356	Sold tax bill	\$unknown
Kamco Oil Company, Inc. c/o Jeffery D. Nordholm 1011 N Mayfair Rd #200 Wauwatosa, WI 53226	Contract	N/A
Amcore Bank via ECF	Subordination Agreement Personal Property	
6323		
Unknown Occupant 401 Winkler Ave. Louisville, KY 40208	Potential possessory interest	N/A
Kamco Oil Company, Inc. 2506 Ivy Oaks Ct. Louisville, KY 40245	Potential Lessee interest	N/A
BLS via ECF notification	November 1, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$5,000,000
BLS via ECF notification	Assignment of Leases and Rents dated November 1, 2006 from Bulk Petroleum Kentucky Properties, LLC	N/A
Jefferson County Treasurer 527 West Jefferson Street Louisville, KY 40202-2816	Unpaid Taxes	\$unknown
Kamco Oil Company, Inc. c/o Jeffery D. Nordholm 1011 N Mayfair Rd #200 Wauwatosa, WI 53226	Contract	N/A

EXHIBIT 2

Amcore Bank via ECF	Subordination Agreement Personal Property	
6324		
Unknown Occupant 11598 Preston Hwy Louisville, KY 40229	Potential possessory interest	N/A
Kamco Oil Company, Inc. 2506 Ivy Oaks Ct. Louisville, KY 40245	Potential Lessee interest	N/A
BLS via ECF notification	November 1, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$5,000,000
BLS via ECF notification	Assignment of Leases and Rents dated November 1, 2006 from Bulk Petroleum Kentucky Properties, LLC	N/A
Bullitt County Treasurer 300 S Buckman St. Shepherdsville, KY 40165	Unpaid Taxes	\$unknown
City of Hillview c/o Mark Edison 216 S Buckman St. Suite 7 Shepherdsville, KY 40165	Clean up lien	\$unknown
Kamco Oil Company, Inc. c/o Jeffery D. Nordholm 1011 N Mayfair Rd #200 Wauwatosa, WI 53226	Contract	N/A
Amcore Bank via ECF	Subordination Agreement Personal Property	
6325		
Unknown Occupant 2708 Dixie Hwy. Louisville, KY 40216	Potential possessory interest	N/A
Kamco Oil Company, Inc. 2506 Ivy Oaks Ct. Louisville, KY 40245	Potential Lessee interest	N/A
BLS via ECF notification	November 1, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$5,000,000
BLS via ECF notification	Assignment of Leases and Rents dated November 1, 2006 from Bulk Petroleum	N/A

EXHIBIT 2

	Kentucky Properties, LLC	
Jefferson County Treasurer 527 West Jefferson Street Louisville, KY 40202-2816	Unpaid Taxes	\$unknown
Southern Tax Services, LLC 100 S Main St. Nicolasville, KY 40356	Sold tax bill	\$Unknown
Kamco Oil Company, Inc. c/o Jeffery D. Nordholm 1011 N Mayfair Rd #200 Wauwatosa, WI 53226	Contract	N/A
Amcore Bank via ECF	Subordination Agreement Personal Property	
6330		
Unknown Occupant 4213 Bardstown Rd. Louisville, KY 40218	Potential possessory interest	N/A
Kamco Oil Company, Inc. 2506 Ivy Oaks Ct. Louisville, KY 40245	Potential Lessee interest	N/A
Paramjitt Grewal c/o Jeffery D. Nordholm via ECF	Potential Lessee interest	N/A
Manraj Sidhu c/o Jeffery D. Nordholm via ECF	Potential Lessee interest	N/A
BLS via ECF notification	November 1, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$5,000,000
BLS via ECF notification	Assignment of Leases and Rents dated November 1, 2006 from Bulk Petroleum Kentucky Properties, LLC	N/A
Jefferson County Treasurer 527 West Jefferson Street Louisville, KY 40202-2816	Unpaid Taxes	\$unknown
Southern Tax Services, LLC 100 S Main St. Nicolasville, KY 40356	Sold tax bill	\$Unknown
Kamco Oil Company, Inc. c/o Jeffery D. Nordholm 1011 N Mayfair Rd #200 Wauwatosa, WI 53226	Contract	N/A

EXHIBIT 2

Amcore Bank via ECF	Subordination Agreement Personal Property	
6343		
Unknown Occupant 6102 Bardstown Rd. Louisville, KY 40291	Potential possessory interest	N/A
Kamco Mart, LLC 2506 Ivy Oaks Ct. Louisville, KY 40245	Potential Lessee interest	N/A
Paramjitt Grewal c/o Jeffery D. Nordholm via ECF	Potential Lessee interest	N/A
Manraj Sidhu c/o Jeffery D. Nordholm via ECF	Potential Lessee interest	N/A
BLS via ECF notification	November 1, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$5,000,000
BLS via ECF notification	Assignment of Leases and Rents dated November 1, 2006 from Bulk Petroleum Kentucky Properties, LLC	N/A
Jefferson County Treasurer 527 West Jefferson Street Louisville, KY 40202-2816	Unpaid Taxes	\$unknown
Nebraska Alliance Realty 5106 California St Omaha, NE 68132	Sold tax bill	\$Unknown
Kamco Mart, LLC c/o Jeffery D. Nordholm 1011 N Mayfair Rd #200 Wauwatosa, WI 53226	Contract	N/A
Amcore Bank via ECF	Subordination Agreement Personal Property	
6347		
Unknown Occupant 1467 W. Lexington Ave. Winchester, KY 40391	Potential possessory interest	N/A
Sidnay, Inc. 2506 Ivy Oaks Ct. Louisville, KY 40245	Potential Lessee interest	N/A
B. Kwik Food Mart Inc. c/o Jeff Nordholm via ECF	Potential Land Contract Vendee/Lessee interest	N/A

EXHIBIT 2

Paramjitt Grewal c/o Jeffery D. Nordholm via ECF	Potential Lessee interest	N/A
Manraj Sidhu c/o Jeffery D. Nordholm via ECF	Potential Lessee interest	N/A
BLS via ECF notification	November 15, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$9,881,000
BLS via ECF notification	Assignment of Leases and Rents dated November 15, 2006 from Bulk Petroleum Kentucky Properties, LLC	N/A
Clark County Treasurer 34 South Main Street Winchester, KY 40391-2600	Unpaid Taxes	\$unknown
Amcore Bank via ECF	Subordination Agreement Personal Property	
6350		
Unknown Occupant 8404 National Turnpike Louisville, KY 40214	Potential possessory interest	N/A
BLS via ECF notification	November 1, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$5,000,000
BLS via ECF notification	Assignment of Leases and Rents dated November 1, 2006 from Bulk Petroleum Kentucky Properties, LLC	N/A
Louisville-Jefferson County Metro Dept of Codes and Regulations 444 S 5 th St Louisville, KY 40202	Civil Penalty Lien	\$unknown
Jefferson County Treasurer 527 West Jefferson Street Louisville, KY 40202-2816	Unpaid Taxes	\$unknown
Nebraska Alliance Realty 5106 California St Omaha, NE 68132	Sold tax bill	\$Unknown
Amcore Bank via ECF	Subordination Agreement Personal Property	
6356		

EXHIBIT 2

Unknown Occupant 501 Southland St. Lexington, KY 40503	Potential possessory interest	N/A
MAA Inc. 335 Ridgewood Pl. Lexington, KY 40206	Potential Lessee interest	N/A
Lalita Patel 501 Southland St. Lexington, KY 40503	Potential Lessee interest	N/A
BLS via ECF notification	January 16, 2007 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$20,000,000
BLS via ECF notification	Assignment of Leases and Rents dated January 16, 2007 from Bulk Petroleum Kentucky Properties, LLC	N/A
Lexington/Fayette Urban County Government Division of Revenue Room 206 200 E Main St Lexington, KY 40507	Unpaid Taxes	\$unknown
Kentucky Tax Lien Fund, LLC P. O. Box 1002 London, KY 40743-1002	Sold tax bill	\$Unknown
Amcore Bank via ECF	Subordination Agreement Personal Property	
7718		
Unknown Occupant 11700 N US Hwy 31 Edinburgh, IN 46124	Potential possessory interest	N/A
VIP Petroleum, Inc. 11700 N US Hwy 31 Edinburgh, IN 46124	Potential Lessee interest	N/A
VIP Petroleum, Inc. Attn: Nachattar Singh 7800 Five Points Rd. Indianapolis, IN 46259	Potential Lessee interest	N/A
Surinder Singh 11700 N US Hwy 31 Edinburgh, IN 46124	Potential Lessee interest	N/A
BLS via ECF notification	November 15, 2006 Mortgage filed December 11, 2006 against Bulk Petroleum Indiana Properties, LLC	\$9,881,000

EXHIBIT 2

BLS via ECF notification	Assignment of Leases and Rents dated November 15, 2006, filed on December 11, 2006 from Bulk Petroleum Indiana Properties, LLC	N/A
Bartholomew County Treasurer P.O. Box 1986 Columbus, IN 47202-1986	Unpaid Taxes	\$unknown
Indiana Farm Bureau Insurance P.O. Box 1250 Indianapolis, IN 46206-1250	January 26, 2009 Judgment	\$519.69
Indiana Department of Revenue Bankruptcy Section, N-240 100 N. Senate Ave. Indianapolis, IN 46204	Tax Liens	\$4,662,367.82
Amcore Bank via ECF	Subordination Agreement Personal Property	
7742		
Unknown Occupant 605 Schenkel Lane Frankfort, KY 40601	Potential possessory interest	N/A
Baldev Singh 1345 W. Southport Rd. Indianapolis, IN 46217	Potential Land Contract Vendee interest	N/A
BLS via ECF notification	December 29, 2009 Mortgage against Bulk Petroleum Corp.	\$15,000,000
BLS via ECF notification	Assignment of Leases and Rents dated December 29, 2009 from Bulk Petroleum Corp.	N/A
Franklin County Treasurer 315 West Main Street Frankfort, KY 40601-1872	Unpaid Taxes	\$unknown
Amcore Bank via ECF	Subordination Agreement Personal Property	
7743		
Unknown Occupant 135 East Reservior Ave., Central City, KY 42330	Potential possessory interest	N/A
Riyatwo, Inc. 135 East Reservoir Ave., Central City, KY 42330	Potential Land Contract Vendee interest	N/A

EXHIBIT 2

MAA Three, Inc. 135 East Reservoir Ave., Central City, KY 42330	Potential Lessee	N/A
Lalita Patel 135 East Reservoir Ave., Central City, KY 42330	Potential Lessee	N/A
Rajeesh Patel 135 East Reservoir Ave., Central City, KY 42330	Potential Lessee	N/A
BLS via ECF notification	Potential Mortgage Interest against Bulk Petroleum Corp.	\$unknown
Muhlenberg County Treasurer P.O. Box 137 Greenville, KY 42345	Unpaid Taxes	\$unknown
Tax Ease Lien Investments 1 c/o Trey Gulledge, Vice President 14901 Quorum Dr. Suite 900 Dallas, TX 75254	Sold tax bill	\$unknown
Amcore Bank via ECF	Subordination Agreement Personal Property	
7744		
Unknown Occupant 2213 Bridge St. Paducah, KY 42003	Potential possessory interest	N/A
Star Fuels LLC 2213 Bridge St. Paducah, KY 42003	Potential Land Contract Vendee interest	N/A
BLS via ECF notification	December 29, 2006 Mortgage against Bulk Petroleum Corp.	\$15,000,000
BLS via ECF notification	Assignment of Leases and Rents dated December 29, 2009 from Bulk Petroleum Corp.	N/A
McCracken County Treasurer 301 South 6th Street Paducah, KY 42003	Unpaid Taxes	\$unknown
Amcore Bank via ECF	Subordination Agreement Personal Property	
7854		
Unknown Occupant 6600 West Hwy 22 Crestwood, KY 40014	Potential possessory interest	N/A

EXHIBIT 2

Shalimar Investments LLC 6600 West Highway 22 Crestwood, KY 40014	Potential Lessee/Land Contract Vendee	N/A
Singh Petro c/o Sukh Baings 138 N. Evergreen Rd. Suite 105 Louisville, KY 40243	Potential Lessee interest	N/A
BLS via ECF notification	November 1, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$5,000,000
BLS via ECF notification	Assignment of Leases and Rents dated November 1, 2006 from Bulk Petroleum Kentucky Properties, LLC	N/A
Oldham County Attorney's Office 100 W Jefferson St. Suite 5 La Grange, KY 40031	Unpaid Taxes	\$unknown
Amcore Bank via ECF	Subordination Agreement Personal Property	
7863		
Unknown Occupant 10104 Taylorsville Rd. Jeffersontown, KY 40299	Potential possessory interest	N/A
Wilmer L Carter 10104 Taylorsville Rd. Jeffersontown, KY 40299	Potential Lessee interest	N/A
BLS via ECF notification	Potential Mortgage interest against Bulk Petroleum Kentucky Properties, LLC	N/A
Jefferson County Treasurer 527 West Jefferson Street Louisville, KY 40202-2816	Unpaid Taxes	\$unknown
The INA Group, LLC 1201 N. Street, Suite 102 Lincoln, NE 68506-0845	Sold tax bill	\$unknown
Amcore Bank via ECF	Subordination Agreement Personal Property	
7865		
Unknown Occupant 405 Waller Ave. Lexington, KY 40504	Potential possessory interest	N/A

EXHIBIT 2

Sukhijit Bains & Singh Petro 7, Inc. 14619 Inspiration Ct. Louisville, KY 40245	Potential Lessee interest	N/A
BLS via ECF notification	November 15, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$9,881,000
BLS via ECF notification	Assignment of Leases and Rents dated November 15, 2006 from Bulk Petroleum Kentucky Properties, LLC	N/A
Lexington/Fayette Urban County Government Division of Revenue Room 206 200 E Main St Lexington, KY 40507	Unpaid Taxes	\$unknown
Kentucky Tax Lien Fund, LLC P. O. Box 1002 London, KY 40743-1002	Sold tax bill	\$Unknown
Amcore Bank via ECF	Subordination Agreement Personal Property	
7876		
Unknown Occupant 9801 3 rd Street Rd Louisville, KY 40272	Potential possessory interest	N/A
Douglas C. Perry 9801 3 rd Street Rd Louisville, KY 40272	Potential Lessee interest	N/A
BLS via ECF notification	January, 2007 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$20,000,000
BLS via ECF notification	Assignment of Leases and Rents dated January, 2007 from Bulk Petroleum Kentucky Properties, LLC	N/A
Jefferson County Treasurer 527 West Jefferson Street Louisville, KY 40202-2816	Unpaid Taxes	\$unknown
Louisville-Jefferson County Metro Dept of Codes and Regulations 444 S 5 th St Louisville, KY 40202	Civil Penalty Lien	\$unknown

EXHIBIT 2

The INA Group, LLC 1201 N. Street, Suite 102 Lincoln, NE 68506-0845	Sold tax bill	\$unknown
Amcore Bank via ECF	Subordination Agreement Personal Property	
7879		
Unknown Occupant 3039 Taylor Blvd Louisville, KY 40208	Potential possessory interest	N/A
Shalimar Investments, LLC 14628 Inspiration Ct. Louisville, KY 40245	Potential Land Contract Vendee/Lessee	N/A
BLS via ECF notification	January, 2007 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$20,000,000
BLS via ECF notification	Assignment of Leases and Rents dated January, 2007 from Bulk Petroleum Kentucky Properties, LLC	N/A
Tank Corrosion Specialists, Inc. Steve Witham 850 Charlotte Dr. Alexandria, KY 41001	Mechanics Lien	\$1,000
Jefferson County Treasurer 527 West Jefferson Street Louisville, KY 40202-2816	Unpaid Taxes	\$unknown
Tax Ease Lien Servicing 14901 Quorum Drive, Suite 900 Dallas, TX 75254	Sold tax bill	\$unknown
Amcore Bank via ECF	Subordination Agreement Personal Property	
7880		
Unknown Occupant 1054 Barrett Ave Louisville, KY 40204	Potential possessory interest	N/A
Paul V. Standafer II 12535 Shelbyville Rd. #451 Louisville, KY 40204	Potential Lessee interest	N/A
BLS via ECF notification	December 21, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$11,081,000

EXHIBIT 2

BLS via ECF notification	Assignment of Leases and Rents dated December 21, 2006 from Bulk Petroleum Kentucky Properties, LLC	N/A
Jefferson County Treasurer 527 West Jefferson Street Louisville, KY 40202-2816	Unpaid Taxes	\$unknown
Nebraska Alliance Realty 5106 California St. Omaha, NE 68132	Sold tax bill	\$unknown
Southern Tax Services, LLC 100 S Main St. Nicolasville, KY 40356	Sold tax bill	\$unknown
Amcore Bank via ECF	Subordination Agreement Personal Property	
7881		
Unknown Occupant 11401 Westport Rd Louisville, KY 40241-3808	Potential possessory interest	N/A
ZAD, LLC 11401 Westport Rd Louisville, KY 40222	Potential Lessee interest	N/A
BLS via ECF notification	November 1, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$5,000,000
BLS via ECF notification	Assignment of Leases and Rents dated November 1, 2006 from Bulk Petroleum Kentucky Properties, LLC	N/A
Jefferson County Treasurer 527 West Jefferson Street Louisville, KY 40202-2816	Unpaid Taxes	\$unknown
The INA Group, LLC 1201 N. Street, Suite 102 Lincoln, NE 68506-0845	Sold tax bill	\$unknown
Dennis J. Stilger 6000 Brownsboro Park Blvd., Ste. H Louisville, KY 40207	Potential Judgment Lien of Quantum Development, LLC	\$70,779.11
Amcore Bank via ECF	Subordination Agreement Personal Property	
7887		

EXHIBIT 2

Unknown Occupant 480 East By-pass Richmond, KY 40475	Potential possessory interest	N/A
CSD Petroleum LLC 480 East By-pass Richmond, KY 40475	Potential Land Contract Vendee/Lessee	N/A
BLS via ECF notification	December 29, 2006 Mortgage against Bulk Petroleum Kentucky Properties, LLC	\$15,000,000
BLS via ECF notification	Assignment of Leases and Rents dated December 29, 2006 from Bulk Petroleum Kentucky Properties, LLC	N/A
Madison County Sheriff 135 Irvine St. Suite B01 Richmond, KY 40475	Unpaid Taxes	\$unknown
Southern Tax Services, LLC 100 S. Main St Nicholasville, KY 40356	Sold tax bill	\$unknown
Amcore Bank via ECF	Subordination Agreement Personal Property	

Dated: February 24, 2010

/s/ Justin M. Mertz

Justin M. Mertz
Kerkman & Dunn

Attorneys for the Debtors

EXHIBIT 3

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In the Matters of

**BULK PETROLEUM CORPORATION,
et al.,¹**

**Case No. 09-21782-SVK -11
Jointly Administered**

Debtors.

**NOTICE OF DEBTORS' MOTION FOR HEARING ON SHORTENED NOTICE AND
MOTION (i) TO SELL 66 PARCELS OF REAL PROPERTY AND RELATED
FIXTURES AND PERSONAL PROPERTY ON AN OMNIBUS BASIS FREE AND
CLEAR OF ALL LIENS AND ENCUMBRANCES TO CONVENIENCE STORES
LEASING & MANAGEMENT, LLC, OR ITS ASSIGNS, FOR \$11,000,000, (ii) TO
APPROVE REJECTION OF LEASES BETWEEN DEBTOR ENTITIES, AND (iii) TO
ASSUME AND ASSIGN CERTAIN LEASES AND LAND CONTRACTS**

To: Interested Parties

PLEASE TAKE NOTICE, that Bulk Petroleum Corporation and various related Co-Debtors, (together, the "Debtors") filed a motion pursuant to § 363 of the Bankruptcy Code to sell 66 parcels of real and related personal property, as further described in the motion, free and clear of any and all liens and interests, with the liens to attach to the proceeds of the sale, to Convenience Stores Leasing & Management, LLC or its assigns for \$11,000,000. The Debtors

¹ The Debtors are Bulk Petroleum Corporation, Bulk Petroleum Indiana Properties, LLC, Bulk Petroleum Kentucky Properties, LLC, Charanjeet Illinois Stations No. 6, Inc., Charanjeet's Wisconsin Properties One, LLC, Darshan's Wisconsin Stations Eight, LLC, Gurpal Wisconsin Stations, LLC, Interstate Petroleum Products, Inc., Rakhra Wisconsin E-Z Go Stations Three, Inc., Sartaj's Illinois Nine, LLC, Darshan's Michigan Stations One, Inc., Dhaliwal's Michigan Bulk Stations Two, Inc., Rakhra Michigan E-Z Go Stations Three, Inc., Darshan's Illinois Properties Four, Inc., Dhaliwal Illinois Properties Five, Inc., Jaspal's Illinois Seven, LLC, Sukhi's Illinois Eight, LLC, Darshan's Indiana Stations One, Inc., Dhaliwal's Indiana Bulk Stations Two, Inc., Rakhra Indiana E-Z Go Stations Three, Inc., Darshan's Kansas Stations One, Inc., Darshan's Missouri Stations One, Inc., Darshan's Iowa Stations One, Inc., Dhaliwal Iowa Bulk Stations Two, Inc., Rakhra Iowa E-Z Go Stations Three, Inc., Darshan's Iowa Properties Four, LLC, Dhaliwal Iowa Properties Five, LLC, Darshan's Wisconsin Properties Four, Inc.

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Kerkman & Dunn
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EXHIBIT 3

have further moved to reject certain leases between the debtor entities and to assume and assign certain leases and land contracts. Additionally, the Debtors seek to waive any stay that may apply to the sale after the order is entered pursuant to Fed. R. Bankr. P. 6004(h) and 6006(d), or Fed. R. Civ. P. 62(a). The Debtors have requested that the hearing be held on a shortened notice period of 20 days. Copies of the motion and proposed order accompany this notice.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

The hearing to consider the motion will be held at **2:30 p.m. on March 16, 2010** at:

United States Courthouse and Federal Building
517 E. Wisconsin Ave., Room 167
Milwaukee, WI 53202
Judge: Hon. Susan V. Kelley
U.S. Bankruptcy Judge

If you do not want the Court to approve the motion, or if you would like the Court to consider your views on it, then you or your attorney must object no later than the hearing set on **March 16, 2010** by filing a copy of your objection with the Bankruptcy Clerk of Courts whose address is below and serve a copy to the Debtors' attorney.

Bankruptcy Clerk of Courts
United States Courthouse and Federal Building
517 E. Wisconsin Ave.
Milwaukee, WI 53202

If you mail your Response to the court for filing, you must mail it early enough so the court will **receive** it on or before the date and time stated above. Please note that the Court may approve the Debtors' motion without a hearing if no objections are filed related to the motion.

EXHIBIT 3

You or your attorney must also appear at the hearing. Telephonic appearances may be arranged only upon prior approval from the Court.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the motion and may enter an order approving it without further notice or a hearing.

Dated: February 24, 2010.

/s/ Justin M. Mertz

Jerome R. Kerkman

Justin M. Mertz

Kerkman & Dunn

General and Special Counsel for the Debtors

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